



Mission

“Alvin Community College exists to improve the lives of its constituents by providing affordable, accessible, high quality and innovative academic, technical, and cultural educational opportunities for the diverse communities it serves.”

Vision

“As a premier college that provides high-quality academic, technical, and cultural programs, Alvin Community College’s focus will be to promote student success, enhance quality of life, and support economic development.”

Agenda
Board of Regents

Regular Meeting

January 9, 2020
6:00 PM

**BOARD OF REGENTS
ALVIN COMMUNITY COLLEGE
3110 Mustang Road
Alvin, Texas 77511**

**OFFICIAL AGENDA OF REGULAR MEETING
January 9, 2020 at 6:00 PM
NOLAN RYAN CENTER**

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- **Pledge**
- **Invocation**

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• Private consultation with its attorney, when seeking the advice of its attorney about pending or contemplating litigation in accordance with Section 551.071; For the purpose of deliberating the purchase, exchange, lease or value of real property in accordance with Section 551.072; To deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation in accordance with Section 551.0821.

C. Call to Order

D. Pledge

E. Invocation

F. Citizen Inquiries

In accordance with ACC Board Policy BOB (Local), time will be allotted at each regular meeting of the Board of Regents for public comment. Persons who wish to participate in the public comment portion of the meeting must sign up before the meeting begins and must indicate the topic about which they wish to speak. No presentation may exceed five minutes.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board may not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

A person addressing the Board who has a complaint or a concern who has not previously attempted to solve a matter administratively through resolution channels established by policy shall be referred to the appropriate policy to seek resolution.

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**CERTIFICATION OF POSTING OF NOTICE TO THE
REGULAR MEETING OF THE
ALVIN COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS
JANUARY 9, 2020**

It is hereby certified that a notice of this meeting was posted on the 3rd day of January 2020, in a place convenient to the public on the Alvin Community College campus as required by Section 551.002, *Texas Government Code* including notice of the meeting provided to the news media as required by Section 551.001, *Texas Government Code*.

Signed this 3rd day of January, 2020.



Dr. Christal M. Albrecht
President

**ALVIN COMMUNITY COLLEGE
REGULAR MEETING OF November 21, 2019
OFFICIAL MINUTES**

The Board of Regents of Alvin Community College met in regular session on the 21st day of November, 2019 at 6:00 p.m., with the following members, administrative personnel, and guests present:

Mike Pyburn	Chairman
'Bel Sanchez	Vice-Chair
Jody Droege	Secretary
Jim Crumm	Regent
Patty Hertenberger	Regent
Cheryl Knape	Regent
Roger Stuksa	Regent
Andy Tacquard	Regent
Christal M. Albrecht	President, Alvin Community College
Jade Borne	Alvin Community College
Wendy Del Bello	Alvin Community College
Karen Edwards	Alvin Community College
Cynthia Griffith	Alvin Community College
Karl Stager	Alvin Community College
Stacy Ebert	Alvin Community College
John Matula	Alvin Community College
Nadia Nazarenko	Alvin Community College
Jeff Parks	Alvin Community College
Jim Simpson	Alvin Community College

Amos Byington
Charley Bevill
Courtney Wolfe
Deborah Kraft
Debra Fontenet
Dwight Rhodes
Erin Mackenzie
Esther Kemper
Gayland Capps
Haley Collins

Hameedah Majeed
Holly Williams
Jenifer Hopkins
Jessica Ruppert
John Tompkins
Juanita Marasckin
Kelly Klimpt
Laurel Joseph
Leigh Ann Moore
Leigh Davis

Lloyd Cox
Lorrent Smith
Matt Graves
Pam Shefman
Ronny Phillips
Sarah Currie
Tammy Giffrow
Terry Sawma

1. Call to Order

The meeting was called to order by Chair Pyburn at 6:02 p.m.

2. Certification of Posting of Notice

Certification of the posting of the notice as listed in the agenda was acknowledged. Dr. Albrecht certified that a notice of the meeting was posted in accordance with Title 5, Chapter 551, Texas Government Code.

Executive Session:

- *Obtain legal advice about pending litigation in accordance with Section 551.071; To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, in accordance with Tex. Gov't Code Section 551.074*

The Executive Session ended at 6:56 p.m.

3. **Call to Order**

The meeting was called to order by Chair Pyburn at 7:06 p.m.

- **Pledge**
- **Invocation**

Invocation by Vice Chair Sanchez.

Citizen Inquiries

Time will be allotted at each regular meeting of the Board of Regents for citizen inquiries. After registering with the Board Secretary prior to the meeting, a citizen shall have an opportunity to address the Board of Regents for the four specific purposes as designated by State laws governing opening meetings: (1) to discuss an item that appears on the agenda/notice of the meeting, (2) to make a request for specific, factual information, (3) to ask for a recitation of existing policy, (4) to redress grievances. In accordance with State law, no deliberation, discussion, or decision will be made other than to consider a proposal to place the subject on the agenda for a subsequent meeting, unless the subject is listed on the Board agenda, in which case it may be discussed by the Board of Regents. A written response / acknowledgment will be provided from the Board of Regents. Oral comments are limited to five minutes in length, unless extended by a majority of the Regents by vote, and must not mention any individuals by name or position or contain any personally identifiable reference (State of Texas Opening Meeting Law). In the event there is a charge or grievance to be made against a specific agent, employee, or student, then it shall be conducted in an Executive Session to comply with State law.

Board Chairman Report/Comments

Mr. Roger Stuksa went to the BCCA meeting and was pleased to hear good comments about the college and the good job that everyone is doing.

Vice Chair 'Bel Sanchez also attended the BCCA meeting, attended the Founders Day luncheon and was pleased to see the good attendance of faculty and staff.

Mrs. Cheryl Knape wished everyone a blessed Thanksgiving.

Dr. Patty Hertenberger talked about the article in Alvin Sun on the history of ACC and how it has served the community well and hoped that the article would be a reminder of what a great place ACC is. She also talked about the good job Dr. Albrecht has done in creating a great partnership with Alvin ISD.

Mrs. Jody Droege congratulated the Faculty and staff for receiving the Aspen Award, talked about how great the Foundation Gala was, attended the Founders Day luncheon, took the tour of CEWD in which the Strive students did great job, and lastly, wished everyone a happy Thanksgiving.

Board Recognitions

Faculty and staff members annually recognize their peers for excellence in their profession by nominating them for the League Excellence Award. This year's recipient was English instructor Haley Collins and Nursing instructor Mekonnen Birru. The League Award honors those for outstanding contributions and leadership among our nation's Community Colleges. Haley and Mekonnen will be honored at the annual League for Innovations Conference in March in Seattle.

Two of the Associate Degree Nursing instructors recently completed a research project which detailed how the department adjusted the curriculum to ensure that students are receiving more training in performing pediatric exams. The project placed third among 45 entrants in a national competition sponsored by the Organization for Associate Degree Nursing (OADN). Recognized were Nursing instructors Wendy Stewart and Courtney Wolfe.

Staff members who seek to develop their leadership skills go above and beyond to improve not only themselves but their level of service to ACC. Continuing Education Director of Health Programs Leigh Davis and Director of Business and Technology Sara Currie recently graduated from Chair Academy. The Academy helps educational leaders understand their personal style of leadership while also bringing

out the best in others. They completed a year-long program with the Academy which included personal assessments, two week-long training sessions, a practicum and more.

The Two-Year College English Association is a six-state organization that provides teachers and administrators of junior college English with professional development opportunities and a platform to discuss issues facing educators. ACC English lead faculty member Leigh Ann More was recently given the Susan Faulkner Excellence in Teaching Award from the TYCA during the organizations regional conference.

Every holiday season, the Texas Capitol puts up a Christmas Tree decorated with ornaments produced by artists throughout the state. ACC Art student Hannah Bates hand-painted an ornament that was selected by State Rep. Ed Thompson to represent District 29 on the Capitol Tree.

Approval of Minutes

Chair Pyburn said that if there were no corrections or additions to the minutes of the Regular Board meeting of October 24, 2019 he would entertain a motion to approve. A motion to approve the minutes was made by Vice Chair Sanchez. Seconded by Dr. Hertenberger. Motion passed unanimously.

Student Report

There was no student report this month.

Faculty Senate Report

Dr. Esther Kempen, president of ACCTA, gave an update on the various activities for the Fall 2019 semester. She talked about faculty workload review, instructional leadership, presentation of the Keaton Jones scholarship, onboarding of new faculty and training by IT on the newly installed True Touch system.

President's Report

Dr. Albrecht updated the Board of Regents with the following information:

Registration for the Holiday mini-semester and the 2020 Spring semester is now open. Classes will begin for the three-week Holiday semester on December 16. The Spring semester will start on January 13.

Community members filled the campus grounds on October 26th for the annual ACC Fall Festival.

For the fifth time, ACC was named among the top 150 colleges in the country by the Aspen Institute. The college is now eligible for the 2021 Aspen Prize.

Faculty and staff members celebrated 71 years of Alvin Community College during a gathering on November 15 in the Student Center.

The Baseball team will host a camp for young players on December 7. ACC players will help youngsters develop their fielding, hitting and pitching skills. The camp is free to kids ages 5-14.

Students from our Nursing and Respiratory Care programs underwent interdisciplinary training on November 6.

The college hosted a Veterans Day Ceremony on November 11 at the Memorial Wall. Texas Veterans Commission education liaison Anthony Williams served as the guest speaker for the event.

The ACC Foundation hosted its annual Gala on November 8. The event raised money for student scholarships, college programs and more.

Representatives from more than 30 colleges and universities spoke with students about their future after finishing at ACC during University Transfer Day on November 12.

Eight players signed letters of intent to play softball at ACC during a ceremony on November 4.

The Continuing Education Workforce Development Department hosted an open house event on November 14. Representatives from different programs were on hand to speak with potential students.

Three Baseball sophomores signed letters of intent to play college baseball once they finish their careers at ACC.

President's Report on Goal #3 Relating to Strategic Plan Goal #3 – "Alvin Community College will develop branding that will be an effective representation of the institution and its mission, and will be used to market the college."

Dr. Christal Albrecht presented on President's Goal #3 which is "Integrate CEWD into the college's Marketing Plan, budget, and other areas as needed" as relating to Strategic Goal #3 which states "Alvin Community College will develop branding that will be an effective representation of the institution and its mission, and will be used to market the college." She summarized the plan and the agreement reached with a chargeback system, appointment of a CEWD marketing liaison, and inclusion of the CEWD marketing liaison in all marketing meetings. This report is for information only.

Report on President's Goal #8 – Core Values

Dr. Albrecht presented the President's Goal #8 report that states "Develop and present to the Board a set of ACC Core Values to accompany the Vision and Mission Statements". She talked about the steps taken to develop the Core Values which included various surveys and meetings and then presented the statement to the Regents. After completing the report and presentation of the statement, Mrs. Knape made the motion to approve the Core Values Statement as written. Seconded by Mr. Tacquard. Motion passed unanimously.

Consider Approval to Construct a New Elevator

The motion was made by Vice Chair Sanchez to approve the construction of a new centrally located elevator. Seconded by Mrs. Droege. Motion passed unanimously.

Compensation Study Presentation by Evergreen Solutions, LLC

Dr. Jeff Ling, Evergreen Solutions, LLC, gave a brief presentation on the Compensation Study that will be conducted on campus. This report was for information only.

SACSCOC and QEP Update

Dr. Pam Shefman, Executive Director of Institutional Research and Effectiveness, updated the Regents on the current implementation of the Quality Enhancement Plan (QEP) that included created Pathways student flags, ability to assign advisors based on Pathways, generated timelines for implementation, created the advising curriculum for use in Spring 2020, established faculty mentorship expectations and moved the scheduled meeting model. She also stated that the plan and narrative for SACSCOC is due on February 14, 2020. This report was for information only.

Annual College Data Report – 2018-2019

Dr. Pam Shefman, Executive Director of Institutional Research and Effectiveness, presented the college's annual Data Report based on data from the 2018-2019 academic year that included student data, enrollment by location, enrollment by course type and a five-year comparison of certified enrollment headcount. This report was for information only.

Brazoria County Appraisal District – Resolution to Cast Votes

Mr. Tacquard made the motion to cast Alvin Community College's 115 votes for Mr. Tommy King. Seconded by Vice Chair Sanchez. Motion passed unanimously.

Annual Report on Required Board Member Trainings

Dr. Albrecht reported on the required Board of Regents annual training, as per Education Code 61.084. This report was for information only.

Consider Approval of Personnel Action: Biology Faculty, Mathematics Faculty, Health Information Management Faculty and Chief of Campus Police

The motion was made by Vice Chair Sanchez to approve personnel hires collectively. Seconded by Mrs. Knape. Motion passed unanimously. The personnel approved included Biology faculty, Erin Mackenzie; Math faculty, Manuela Imthurn; Health Information Management faculty, Dr. Viseeta Brown; and Chief of Campus Police, Brian Allen.

Consider Approval of Increasing the Contribution Rate to Employees with ORP Accounts

The motion to approve the option of increasing the contribution rate for employees enrolled in the ORP by 0.9% to 7.5% and that those who are grandfathered remain at 8.5% was made by Dr. Hertenberger. Seconded by Mr. Stuksa. A second motion was made to accept the original motion and that the rate be made retroactive, effective as of September 1, 2019, by Mr. Tacquard. Seconded by Vice Chair Sanchez. Motion passed unanimously.

Consider Approval of Tuition and Fees Recommendations for 2020-2021

The motion to approve the recommended tuition and fees for the 2020-2021 year was made by Dr. Hertenberger. Seconded by Dr. Crumm. Motion passed unanimously.

Financial Report Ending October 2019

Dr. Hertenberger made the motion to approve the financial report for October 2019. Seconded by Mrs. Droege. Motion passed unanimously.

Adjournment

There being no further business before the Board, the motion to adjourn was made by Dr. Hertenberger. Seconded by Vice Chair Sanchez. Motion passed unanimously. The meeting was adjourned at 8:24 p.m.

Jody Droege, Secretary

Mike Pyburn, Chairman



MEMORANDUM NO: 10-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 13, 2019
SUBJECT: Personnel Action (Replacement): Administrative Assistant, Upward Bound

The individual listed below has been recommended to fill the full time position of Administrative Assistant, Upward Bound.

Candidate

Recommended: Cameron Thomas

Education: Manvel High School
Diploma May 2014

Experience: Alvin Community College
Trio Upward Bound – Activities Assistant June 2019 – July 2019

AVID Learning Center
Tutor September 2018 – June 2019

Salary: \$28,032
Grade C / Step 1
2019-20 TSCM Salary Schedule



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Administrative Assistant II		
Department:	Upward Bound	Reports to:	Director, Upward Bound
Grade Level:	C	Job Category:	Full-Time
Salary Range:	TSCM Salary Schedule	FLSA Status:	Non-Exempt
HR Approved:	Karen Edwards	Date:	11/01/2019
Last Updated by:	Yolanda Warren	Date:	10/28/2019

SUMMARY

This is a full-time federally funded grant position. Responsibilities include routing office functions, maintenance of student and project records. Assist the Upward Bound Director in monitoring project budget and expenditures. Serve as an information center, answering phones, accepting referrals, supervising student worker and processing reports on project objectives.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Monitor database and generate daily, weekly, monthly, quarterly, and annual performance reports in addition to summary of student service logs that document all services and activities provided to participants
- Maintain daily individual and group service logs documenting tutoring, mentoring and advising services, and all activities provided to all participants
- Maintain records of accounts that reflects each expense encumbered
- Record project and finance records monthly upon receipt of expenditures from ACC's Business office
- Reconcile the monthly budget statement with daily accounting records maintained on all expenditures and encumbrances as documented on a detailed report.
- Identifies and orders supplies, materials, equipment and services for the office and target schools; maintains inventory of office supplies and equipment; organizes supplies for storage and/or distribution.
- Composes correspondence, reports, and other documents as requested.
- Develops and coordinates the entire clerical and administrative support functions for the Upward Bound Program
- Coordinates and prepares travel arrangements for staff and project participants; processes various travel documents to include travel requests, registration payments, and reservations for transportation, travel advances, and expense claims.
- Develop project databases, perform data entry of project data, and process reports
- Prepare mailings and to participants, parents, target schools, and community agencies
- Schedule and reserve classrooms and meeting space for staff and participants
- Prepares and processes various purchasing forms to include, but not limited to, Purchase Requisition, Reimbursement, and Payment Request forms; reviews and confirms accuracy of invoices for approval of payment.
- Assist the Upward Bound Director in monitoring project budget and expenditures
- Develop brochures, flyers, monthly newsletters, and informational materials regarding programming and activities.
- Orders necessary materials for participants and staff, coordinates and attend field trips and College Tours.
- Handles sensitive and/or confidential documents and information where judgement and

- discretion are essential.
- Ability to understand and interpret federal regulations and legislations and ensure project compliance.
- Other duties as assigned

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION

- High school diploma or GED
- Associate's Degree with concentration in Office Administration preferred

EXPERIENCE

- Strong Microsoft Office computer skills including Word, Excel, and Outlook
- Exceptional customer service skills with the ability to anticipate, assess, and respond effectively to the diverse needs of customers.
- Strong written and oral communications skills
- Educational and/or economic background similar to the target population.
- Prior experience in an office preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to work independently and take initiative.
- Demonstrated sensitivity to the needs of economically and educationally disadvantaged youth.
- Demonstrated proficiency in various computer software programs required.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.

	Budgeted 2019-20	JANUARY 2020	Funded Vacancies
Administrative	11	11	0
Professional	72	64	8
Faculty	114	107	7
Technical Support, Clerical & Maintenance (TSCM)	113	109	4
Total Full-Time (FT) Employees	310	291	19

Resignation/Termination Report

	Name	Department	Last Day Worked	Reason
1	Brenda Briers	Shipping and Receiving Supervisor	1/31/2020	Retirement
2	Gwendolyn Burgess	Academic Advisor	1/31/2020	Retirement
3	Petra Lujan	Custodian	1/31/2020	Retirement
4	Mark Moss	Station Manager/KACC	1/31/2020	Retirement
5	Regan Metoyer	Director, Advising Services	1/31/2020	Resignation



MEMORANDUM NO: 6-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 6, 2019
SUBJECT: Acceptance of the 2018-19 Audit (Annual Financial Report, AFR) by the Board of Regents

The 2018-19 Annual Financial Report (i.e. yearly financial audit) will be presented by Mr. Mike Brotherton, Partner of Belt, Harris Pechacek, LLP.

1. The opinion on Alvin Community College's basic financial statements is an "unmodified" opinion, (see section one on page 4 and section four on page 85 in AFR) which is the highest opinion an entity can receive.
2. There was one new finding in Fiscal Year 18-19 which is related to financial aid. This finding and management response can be found on the "Schedule of findings and Questioned Costs" on pages 88 to 90.

It is recommended that the Board of Regents accept the 2018-19 Audit.

CMA:tg



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President
Office 281 756 3598
Fax 281 756 3858

MEMORANDUM NO: 2-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 2, 2019
SUBJECT: Consider Approval of Audited Unrestricted Fund Balance Available to be Transferred to the Institutional Reserve for Fiscal Year Ending 8/31/19

There is \$1,142,745.22 available to transfer from the Unrestricted Fund Balance to the Institutional Reserve. This savings is due largely to funds from lapsed salaries.

It is recommended that the Board authorize the College to make the transfer of the Unrestricted Fund Balance of \$1,142,745.22 for fiscal year ending August 31, 2019 to the Institutional Reserve. If in the future, the Board wishes to direct some of these funds to additional repair and renovation projects not covered by the Maintenance Tax Note, it may take separate action at the time.

CMA:tg

Alvin Community College
Analysis of Unrestricted Fund Balance

Balance in Unrestricted Fund Balance at 9/1/18	\$ 38,973,000.68
Loss for Fund 13 (CE)	332,065.16 *
Tsf GASB 68 and 75 to separate Fund Balance	(39,381,170.68)
Transfer to Institutional Reserve for FY17/18	408,170.00
Revenues over Expenses for FY18/19	<u>(1,474,810.38)</u>
Funds Available to Transfer at 8/31/19	<u><u>\$ (1,142,745.22)</u></u>

* CE generated \$316,249 in contact hour funding which was recorded in Fund 11 as part of State Appropriation revenue.

**ALVIN COMMUNITY COLLEGE
INSTITUTIONAL RESERVE**

Balance 9/1/18	\$ 6,363,123.58
Set Aside approved in budget	150,000.00
Interest earned FY18/19	146,019.92
Balance at 8/31/18	6,659,143.50
Request to move funds	1,142,745.22
New Balance	\$ 7,801,888.72



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President
Office 281 756 3598
Fax 281 756 3858

MEMORANDUM NO: 7-2020

TO: Board of Regents

FROM: Dr. Christal M. Albrecht

DATE: December 11, 2019

SUBJECT: Status Update Regarding Maintenance and Renovation Projects

Mr. Amos Byington, Program Manager, AGCM, Inc., will provide an update on the status of planning for the maintenance and renovation projects for Alvin Community College.

This report is for information only.

CMA:tg



MEMORANDUM NO: 13-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: January 3, 2020

SUBJECT: CSP #20-02 2018 Maintenance Bond Campus Improvements

At the September 5, 2019 meeting, the Board approved the competitive sealed proposal (CSP) method to select a contractor for the 2018 Maintenance Bond Campus Improvements Construction package to be completed during the during the upcoming spring, summer, and fall semesters. CSP #20-02 was issued to procure the services of a general contractor. Four responses were received and evaluated by a team consisting of Physical Plant and AGCM staff who determined the proposal submitted by O'Donnell/ Snider Construction will provide the best value to the College. Factors evaluated include construction costs, contractor experience, past performance, personnel/resources, financial condition, safety record, pre-bid attendance, project approach/understanding, and proposed project schedule.

Detailed specifications and project plans were developed by the College's contracted engineer, TEESI, and used as part of the documentation package required for public solicitation of construction proposals utilizing the CSP procurement method in accordance with Texas Government Code Section 2269.151.

Contract value is \$13,445,930, which includes the base bid, add alternate #1 (Building F restrooms), add alternate #3 (Building G flooring abatement), and negotiations. This value is approximately \$80,000 under budget. This purchase will be funded by maintenance tax notes proceeds. It is estimated that services will be completed by January 9, 2021.

It is recommended that the Board of Regents approve a contract with O'Donnell/ Snider Construction for the 2018 Maintenance Bond Campus Improvements Construction Project.

CMA:tg



MEMORANDUM NO: 14-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: January 3, 2020
SUBJECT: 2018 Maintenance Bond Campus Improvements Contingencies and Allowances

At the September 5, 2019 meeting, the Board approved the competitive sealed proposal (CSP) method to select a contractor for the 2018 Maintenance Bond Campus Improvements Construction package to be completed during the during the upcoming spring, summer, and fall semesters. CSP #20-02 was issued, collected, and evaluated. The best value general contractor is being presented to the Board.

Associated monies to this project are defined in the following contingencies and allowances:

Construction Contingency	\$375,000
ACM Allowance (abatement and testing not in base bid)	\$35,000
Moving/Storage Allowance (covers Owner directed moving needs)	\$55,000
Room Signage Allowance	\$15,000
Building Permit Allowance	\$15,000
Kitchen Equipment Allowance	\$75,000
IT Allowance	\$35,000
Temporary Conditioning Equipment Allowance	\$25,000

It is recommended that the Board of Regents approve these construction contingencies and allowances to be managed by AGCM on ACC's behalf for this construction contract.

CMA:tg



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President

Office 281 756 3598
Fax 281 756 3858

MEMORANDUM NO: 8-2020

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: December 11, 2019

SUBJECT: Annual Report from Alvin Community College Foundation, Inc.

Ms. Shirley Brothers, President of the Foundation, will provide a report on the ACC Foundation and highlight recent activities. Mr. Scott Bolton, RBC Wealth Management, will provide an update on the finances of the Foundation.

This report is for information only.

CMA:tg



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President
Office 281 756 3598
Fax 281 756 3858

MEMORANDUM NO: 1-2020

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: December 2, 2019

SUBJECT: Appointment of Mr. John Tompkins as Election Clerk

Texas Election Code Sec. 31.122 requires the Board appointment of an agent to perform the duties of the secretary, if the Secretary of the Board of Regents does not maintain an office as specified by Election Code. Since the Board Secretary does not occupy a physical office at Alvin Community College, a college employee must be appointed to fulfill these functions. The college recommends the appointment of Mr. John Tompkins, Communications Coordinator, as the Alvin Community College Election Clerk as the agent who will perform the administrative duties under the Texas Election Code Sec. 31.123 for the Board of Regents General Elections. We are also requesting that Mr. Tompkins be named the custodian of the election records.

It is recommended that the Board of Regents approve the appointment of Mr. John Tompkins as the Election Clerk and the custodian of the election records.

Attachment: Copy of Texas State Election Code 31.123

CMA:tg



MEMORANDUM NO: 9-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 11, 2019

SUBJECT: Personnel Action (Replacement): Government Faculty

The individual listed below has been recommended to fill the full time position of Instructor, Government 9-month, Government Department.

Candidate

Recommended: Karina Lovas

Education:	Texas A&M University Corpus Christi	
	Master of Arts - History	May 2019
	Texas State University	
	Master of Arts – Political Science	December 2014
	Texas State University	
	Bachelor of Arts – Political Science and Psychology	December 2011

Experience:	<u>Del Mar College</u>	
	<i>Instructor-History and Government</i>	January 2017 - Present
	<u>Texas A&M University-Kingsville</u>	
	<i>Lecturer</i>	August 2016 – August 2017
	<u>Lone Star Community College</u>	
	<i>Adjunct Professor</i>	January 2016 – January 2017
	<u>Austin Community College</u>	
	<i>Adjunct Assistant Professor</i>	June 2015 – August 2015



ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht
President
Office 281 756 3598
Fax 281 756 3858

Texas State University

Adjunct Instructor and Liberal Arts Lab Supervisor January 2015 – May 2015

Texas State University

Graduate Teaching Assistant January 2014 – December 2014

Texas State University

Graduate Instructional Assistant August 2012 – December 2013

Salary: \$50,440 / \$28,022.22 (Prorated)
Grade 9MA / Step 6
2019-20 9 Month Faculty Salary Schedule



ALVIN COMMUNITY COLLEGE

JOB DESCRIPTION

Job Title:	Instructor, Government		
Department:	Economics and Government	Reports to:	Dean of Arts and Sciences
Grade Level:		Job Category:	Full-Time
Salary Range:	Faculty Salary Schedule	FLSA Status:	Exempt
HR Approved:		Date:	5/1/2016
Last Updated by:	Human Resources	Date:	5/1/2016

SUMMARY

The instructor will teach a variety of courses within the Government Department including freshman and sophomore level courses.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Instruct and supervise a diverse population of students in the classroom at various times and locations
- Possess a commitment to student engagement, student success, and instructional excellence
- Demonstrate effective communication skills, both written and oral
- Prepare and utilize a course syllabus and assessments for each course using guidelines established by the institution
- Maintain current knowledge of effective teaching methodologies and utilizes a variety of instructional delivery methods, classroom media, and educational resources
- Assist in the recruitment and retention of students
- Advise students in academic matters or refers students to appropriate resources
- Assess students' performance through a range of measurement activities and keeps them informed of their progress in a timely manner
- Engage students through posted office hours and electronic communication
- Utilize technology to facilitate learning and to access data, maintain records, generate reports, and communicate with others
- Assist in the development, distribution and collection of assessments for courses and program objectives
- Build positive and professional relationship with students, colleagues, college administration, and the community
- Submit timely college reports and forms to the appropriate divisions and departments
- Provide recommendations to the Instructional Dean, Department Chair, and appropriate college committees regarding curriculum, instruction and division operations
- Exhibit a commitment to lifelong learning through participation in professional development activities
- Adhere to Alvin Community College's policies and procedures
- Attend institutional meetings as required

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform the essential duties and responsibilities listed above. The qualifications listed below are representative of the education, experience, knowledge, skills, and/or abilities required.

EDUCATION

Master's degree in Political Science/Government or Master's degree with 18 graduate hours in Political Science/Government; JDs and MPAs must have 18 graduate hours in related Political Science/Government courses

EXPERIENCE

Prior teaching experience at the college level preferred

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have a working knowledge of Microsoft Office programs, as well as intermediate computer skills
- Working knowledge of Blackboard course management system preferred
- Must be familiar with interactive teaching methods and instruction via the Internet

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. This job description may be revised upon development of other duties and changes in responsibilities.

X

EMPLOYEE PRINTED NAME

X

SUPERVISORS PRINTED NAME

X

EMPLOYEE SIGNATURE AND DATE

X

SUPERVISOR SIGNATURE AND DATE

Sign and return to HR for placement into employee personnel file.



MEMORANDUM NO: 4-2020

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: December 11, 2019

SUBJECT: Consider Approval of Jobs and Education for Texans Grant - ADN Program

Alvin Community College desires to submit a grant proposal of \$300,000 for the Jobs and Education for Texans Grant Associate Degree Nursing Program Grant provided by Texas Workforce Commission. The funding would provide training equipment for the ADN program.

Information about the grant can be found on the next page. Board approval to submit the grant application indicates that the Board of Regents authorizes the college to accept the grant if awarded.

It is recommended that the Board approve the college's submittal of the grant described on the following page.

CMA:tg

Grant Information Form

Grant Program Title: Jobs and Education for Texans Grant ADN Program

Grant Provider: Texas Workforce Commission

Amount Requested by ACC: \$300,000

Expected Date of Funding: June 22, 2020

Proposed Grant Period: June 22, 2020 – June 30, 2021

Matching Funds: 5% Required

ACC Proposed use of Funds:

The grant will provide the following:

- Training Equipment for the ADN program
- Other ACC Healthcare Profession Programs can benefit from shared use during cross training sessions



MEMORANDUM NO: 5-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 11, 2019
SUBJECT: Consider Approval of Jobs and Education for Texans Grant - ACC-Danbury ISD Welding Programs

Alvin Community College desires to submit a grant proposal of \$300,000 for the Jobs and Education for Texans Grant Welding Program Grant provided by Texas Workforce Commission. The funding would provide training equipment for shared welding instruction sessions for ACC-Danbury ISD.

Information about the grant can be found on the next page. Board approval to submit the grant application indicates that the Board of Regents authorizes the college to accept the grant if awarded.

It is recommended that the Board approve the college's submittal of the grant described on the following page.

CMA:tg

Grant Information Form

Grant Program Title: Jobs and Education for Texans Grant ACC-Danbury ISD Welding Programs

Grant Provider: Texas Workforce Commission

Amount Requested by ACC: \$300,000

Expected Date of Funding: June 22, 2020

Proposed Grant Period: June 22, 2020 – June 30, 2021

Matching Funds: 5% Required

ACC Proposed use of Funds:

The grant will provide the following:

- Training Equipment for shared welding instruction sessions for ACC-Danbury ISD
- Danbury ISD will act as applicant and fiscal agent. ACC will be the college partner required for the project



MEMORANDUM NO: 11-2020

TO: Board of Regents

FROM: Dr. Christal M. Albrecht 

DATE: January 3, 2020

SUBJECT: Consider Approval of May 2020 Board Meeting Date Change

The Board approved the schedule of Meeting and Workshop dates for the 2019-2020 year during the June 2019 Board meeting. On May 2, 2020, Board Member elections will be held and votes must be canvased within 10 days. Therefore, it is recommended that the Board approve moving the May Board of Regents meeting date from Thursday, May 21 to Tuesday, May 12, 2020 in order to canvas the election.

CMA:tg

ALVIN COMMUNITY COLLEGE
BOARD of REGENTS
REGULAR MEETING SCHEDULE

September 2019 - August 2020

Fall Semester 2019

September 26, 2019

October 14, 2019 *Board Workshop*

October 24, 2019

November 21, 2019

Spring Semester 2020

January 9, 2020

January 27, 2020 Board Workshop

February 27, 2020

March 26, 2020

April 6, 2020 Board Workshop

April 23, 2020

~~May 21, 2020~~ **May 12, 2020 (Update to Canvas Election)**

Summer Semester(s) 2020

June 15, 2020 Board Workshop

June 25, 2020

July 13, 2020 Board Workshop

July 23, 2020

August 3, 2020 Board Workshop

August 13, 2020

Date Approved - June 27, 2019



MEMORANDUM NO: 3-2020

TO: Board of Regents
FROM: Dr. Christal M. Albrecht 
DATE: December 3, 2019
SUBJECT: Approval to Enter into a three-year Lease Agreement with Wells Fargo Equipment Finance, Inc. for the Lease of a Bus

During the August 2019 Board meeting, the Board approved the 2019-2020 Budget which included the rental of a bus on an annual basis for approximately \$25,000 per year, for a three-year period. The company, Wells Fargo Equipment Finance, Inc., requires an Authorizing Resolution signed by the Chairman of the Board of Regents in order for Alvin Community College to enter into the lease agreement.

It is recommended that the Board of Regents, as represented by Chairman Mike Pyburn, sign the Authorizing Resolution, and further designate the President and Vice President, Administrative Services, to act as the authorized representatives of the College.

CMA:tg

November 15, 2019

Mr. Karl Stager
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

Dear Mr. Stager:

Thank you for choosing Wells Fargo Equipment Finance, Inc. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. Form Authorizing Resolution – fill in the required information in Sections 1 & 4, have signed and dated
2. Incumbency Certificate – fill in the name and title of authorized signors, have signed by the individuals listed, and have signed and dated by the Secretary/Clerk of the Alvin Community College
3. Governmental Equipment Lease - have Page 1 signed where indicated, on Page 7 fill in the Federal Tax ID Number, verify the Principal Place of Business Address, the Billing Address and Equipment/Titling Location, and Tax Status
4. Addendum to Governmental Equipment lease – have signed where indicated
5. Maintenance and Return Provisions – have signed where indicated
6. Termination Value Schedule – have signed where indicated
7. Pay Proceeds - have signed and dated
8. Delivery & Acceptance Certificate – have signed and dated
9. Certificate of Insurance – Complete the form and return with the above. Please have the agent provide a Certificate of Insurance listing Wells Fargo Equipment Finance, Inc., its Successors and Assigns, as Loss Payee and Additional Insured. The certificate can be emailed to me at Diane.L.Kaiser@wellsfargo.com or faxed to me at 877-542-4713
10. Titled Equipment Agreement & Acknowledgement – complete the middle section, have signed where indicated
11. First & Last Advance Payments and Documentation Fee – please remit a check for the advance payments and documentation fee when returning the documents
12. Opinion of Counsel – please have the legal counsel of the County of Monroe review the documentation and provide an opinion letter printed on their letterhead. The letter included in the package can be used as a reference.
13. My Accounts Flyer

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance to my attention. ***Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.***

If you have any questions regarding the enclosed, please do not hesitate to contact me at 505-765-5259.

Sincerely,

Diane L. Kaiser
Contract Analyst, AVP

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF ALVIN COMMUNITY COLLEGE, AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL EQUIPMENT LEASE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, **Alvin Community College** (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas is authorized by the laws of the State of Texas to lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire the use of such equipment, the Lessee proposes to enter into that certain Governmental Equipment Lease (the "Agreement") with Wells Fargo Equipment Finance, Inc. (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement for the leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. **Approval of Documents.** The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. **Other Actions Authorized.** The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the equipment) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. **No General Liability.** Nothing contained in this Resolution, the Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. **Appointment of Authorized Lessee Representatives.** The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement.

Section 5. **Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. **Repealer.** All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. **Effective Date.** This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ____ day of _____, 20____.

Alvin Community College, as Lessee

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title _____



Incumbency Certificate

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

I, _____, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Alvin Community College, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Governmental Equipment Lease Number 057061-100 dated as of November 15, 2019.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of _____.

SECRETARY/CLERK

Governmental Equipment Lease

FMV Purchase Option

WELLS
FARGO

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Equipment Lease Number 057061-100 dated as of November 15, 2019

Name and Address of Lessee:
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

Notice: Lessor reserves the right to withdraw the terms of this Lease and issue a modified Lease without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Lease. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

Equipment Description: One (1) New 2019 Starcraft Allstar XL Bus – VIN 5WEEZC8N4KH305869

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 3110 Mustang Road, Alvin, TX 77511

Acceptance Date: See separate Delivery and Acceptance Certificate

SUMMARY OF PAYMENT TERMS

Initial Term (Months): 36	Total Cost: \$125,624.00
Payment Frequency: Monthly	Total Basic Rent: \$74,988.00
Basic Rental Payment: \$2,083.00 plus any applicable sales and use tax	Security Deposit: N/A
Number of Installments: 36	Cutoff Date: 11/27/19

A Termination Value Schedule is attached hereto as Exhibit A pursuant to paragraph 9 of this Lease. The Termination Value shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Value.

Additional Provisions: STUDENT LENDING DISCLAIMER. The parties hereto represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Lease are unrelated to whether Lessee (or any part of the college or university of which Lessee is part of) refers private education loans to Wells Fargo & Co. or any subsidiary or affiliate thereof and to the amount of any such referrals.

The First and Last Payment are due at lease commencement followed by thirty-four (34) consecutive monthly installments

Lease Provisions

1. LEASE. Lessee hereby agrees to lease from Lessor, the personal property described on the first page of this Lease on the terms and conditions set forth herein (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Lessee's execution of this Lease shall obligate Lessee to lease the Equipment from Lessor. This Lease shall not be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into this Lease or to acquire or lease to Lessee the Equipment. Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all other obligations at any time owing by Lessee to Lessor.

2. EQUIPMENT ACCEPTANCE; TERM; RENT; NON-APPROPRIATION. The "Acceptance Date" for the Equipment shall be (a) the date Lessee accepts the Equipment under a separately signed Delivery and Acceptance Certificate, or (b) the date set forth on the first page of this Lease and Lessee represents and warrants that as of such date, the Equipment has been delivered to Lessee, Lessee has unconditionally accepted the Equipment and Lessee agrees that the Equipment is subject to this Lease. Lessee agrees that if all of the items of Equipment have not been delivered and accepted hereunder before the Cutoff Date as set forth above, Lessor shall have no obligation to lease the Equipment to Lessee. The term of this Lease shall begin on the Rent Commencement Date and shall continue for

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Alvin Community College

By _____ By _____
Title Title

Rent Commencement Date

the Initial Term as set forth above unless earlier terminated by Lessor as provided herein. The Rent Commencement Date is the Acceptance Date.

Lessee shall pay as basic rent for the Initial Term of this Lease the amount shown above as Total Basic Rent, subject, however, to the provisions of this paragraph 2. The Total Basic Rent shall be payable in installments each in the amount of the Basic Rental Payment set forth above plus any applicable sales and use tax thereon beginning on the Rent Commencement Date and continuing on the same day of each subsequent month during the Initial Term. If the actual cost of the Equipment is more or less than the Total Cost as shown above, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost. Adjustments of 10% or less may be made by written notice from Lessor to Lessee. Adjustments of more than 10% shall be made by execution of an amendment to this Lease reflecting the change in Total Cost and Basic Rental Payment.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 11. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the Initial Term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the Initial Term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

If any payment, whether for rent or otherwise, is not paid within ten (10) days of when due, Lessor may impose a late charge of 5% of the amount past due (or the maximum amount permitted by applicable law if less). Payments thereafter received shall be applied first to delinquent installments and then to current installments.

3. SECURITY DEPOSIT. Upon execution of this Lease, Lessee shall pay to Lessor the Security Deposit, if any, set forth above. Lessor may apply any security deposit toward any obligation of Lessee, and shall return any unapplied balance to Lessee without interest upon full satisfaction of Lessee's obligations.

4. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, LESSOR'S TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment, and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall only look to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

5. TAXES. Unless Lessee has provided Lessor with evidence necessary to sustain an exemption therefrom, Lessee shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

6. INDEMNITY. To the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of

the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

7. ASSIGNMENT; STATUS OF LESSEE. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim counterclaim or defense Lessee may have against Lessor or any person other than such assignee. LESSEE SHALL NOT (a) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE, (b) ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT, or (c) unless Lessee shall have given Lessor no less than thirty (30) days' prior written notice, change its name or business address from that set forth above.

8. OWNERSHIP; LOCATION; USE AND MAINTENANCE. Lessee agrees that the Equipment is and shall remain personal property and shall not permit it to become attached to real property. Lessee shall not permit, suffer or allow any liens, charges or encumbrances to be placed on or levied against the Equipment and shall at all times keep the Equipment free and clear of all such liens, charges and encumbrances. Lessee shall not without prior written notice to Lessor, remove or allow any of the Equipment to be removed from the Equipment Location specified above (or alternatively, change the garage or base location with respect to vehicles or mobile equipment). Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law, and shall not make other modifications or improvements to the Equipment without the prior written consent of Lessor. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes. Lessee shall, at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

9. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly, within ten (10) days after demand by Lessor, pay Lessor from insurance proceeds and other legally available funds, an amount equal to Lessor's Loss with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment). "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the Termination Value shown on the Termination Value Schedule attached hereto and made a part hereof. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the Basic Rental Payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 8 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

10. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum \$1 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder is \$1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds \$1 million. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

11. END OF TERM OPTIONS. Except as otherwise expressly set forth herein, at the expiration of the initial term of the Lease or expiration of any renewal term, and, provided that the Lease has not been terminated by Lessor and further provided that no Event of Default under the Lease has occurred and is continuing, Lessee may if it has given at least 90 but not more than 120 days prior written notice to Lessor prior to expiration of the Lease term, exercise one of the following options:

(a) purchase all but not less than all of the Equipment for a purchase price equal to the then Fair Market Value of the Equipment. "Fair Market Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to purchase the Equipment, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser accredited by the American Society of Appraisers or another organization acceptable to Lessor, and the two appraisers shall each determine the fair market value of the

Equipment in place and ready to use in a manner as originally designed and intended, on the basis of an arm's-length sale of Equipment that is installed and fully operational between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell and assuming that, as of the date of the determination, the Equipment is in the condition required by the Lease, including any Return and Maintenance Provisions Addendum (whether or not it is actually in such condition). The average of the amounts determined by the two appraisers shall be the Fair Market Value. Each party shall pay the expenses of the appraiser it chooses; or

(b) renew the Lease with respect to all but not less than all of the Equipment at the expiration of the initial term of the Lease for the then Fair Market Rental Value of the Equipment and for a term to be agreed upon by Lessee and Lessor. Upon expiration of the renewal term Lessee shall either purchase the Equipment pursuant to clause (a) above or return the Equipment in accordance with clause (b) below. "Fair Market Rental Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to renew the Lease, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Rental Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser accredited by the American Society of Appraisers or another organization acceptable to Lessor, and the two appraisers shall each determine the fair market rental value of the Equipment in place and ready to use in a manner as originally designed and intended on the basis of an arm's-length transaction between an informed and willing lessor of Equipment that is installed and fully operational and an informed and willing lessee under no compulsion to lease and assuming that, as of the date of the determination, the Equipment is in the condition required by the Lease, including any Return and Maintenance Provisions Addendum (whether or not it is actually in such condition). The average of the amounts determined by the two appraisers shall be the Fair Market Rental Value. Each party shall pay the expenses of the appraiser it chooses.

(c) The exercise of either option described in clause (a) or (b) above shall be irrevocable.

(d) In the event that Lessee fails to timely give written notice electing to exercise the option to purchase as described in clause (a) or electing to exercise the option to renew as set forth in clause (b), then the Lessee's leasehold rights shall terminate and Lessee shall return the Equipment to and in the manner designated by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in an addendum hereto, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such return.

If on account of casualty or otherwise less than all of the Equipment is subject to the Lease at the expiration of the initial term of the Lease, then the purchase price under clause (a) above or the renewal rent in clause (b) above shall be computed with reference only to the items of Equipment then subject to the Lease.

If Lessee should give timely notice of election to purchase the Equipment as provided in this paragraph 11 and fail to make timely payment of the purchase price, then Lessor may in its sole discretion, by written notice to Lessee, treat the Equipment as purchased and enforce payment of the purchase price, or declare a failure to meet the conditions of purchase whereupon the interest of Lessee in the Lease and the Equipment shall terminate automatically.

Following Lessor's receipt of the purchase price for the Equipment and upon request by Lessee, Lessor will deliver a bill of sale transferring the Equipment to Lessee. Lessor hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by or arising through Lessor. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option.

12. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee will pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) any documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 2 hereof. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand, subject, however, to the provisions of paragraph 2 hereof.

13. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following written notice thereof by Lessor to Lessee; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

14. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 13(d), an amount equal to the basic rental payments and other amounts due under this Lease during

Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

(a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 14. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

(c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lessee's then current fiscal period, and (ii) the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however to the provisions of paragraph 2 hereof.

(d) To the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessor may recover interest on any amount recoverable under this paragraph 14 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by applicable law.

(e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 2 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

15. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and, except as expressly provided in paragraph 2 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is unconditional and irrevocable and shall be paid without any abatement, reduction, setoff or defense of any kind. This Lease cannot be canceled, prepaid or terminated except as expressly provided herein.

16. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution of Equipment identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Equipment identified to this Lease.

17. REPRESENTATIONS AND AGREEMENTS. Lessee hereby represents and agrees that (a) effective on the date on which Lessee executes this Lease: (i) Lessee is a state or political subdivision thereof; (ii) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease and to perform all of its obligations hereunder; (iii) the execution and delivery of this Lease and the performance of Lessee's obligations hereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not violate any judgment, order, law or regulation applicable to Lessee or result in a breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iv) the person signing the Lease on behalf of Lessee is duly authorized; (v) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease, and Lessee has complied with such public bidding requirements as may be applicable to the transactions contemplated by this Lease; (vi) Lessee has obtained all other approvals and consents as are necessary to consummate this Lease; (vii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (viii) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (ix) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (ix) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or the ability of Lessee to perform its obligations under this Lease or any document delivered in connection with this Lease; (b) Lessee authorizes Lessor to pay the Total Cost as set forth on the first page of this Lease directly to the seller of the Equipment to the extent of the unpaid balance of the purchase price; and (c) Lessee shall (i) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (ii) within one hundred and twenty (120) days after the end of each fiscal period, deliver to Lessor the audited financial statements of Lessee as at the end of and for such fiscal period, with accompanying notes to financial statements,

each setting forth in comparative form the corresponding figures for the preceding period, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied, certified by an independent accounting firm; and (iii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request.

18. TAX INDEMNITY. Lessor's loss of, or loss of the rights to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment is referred to herein as a "Loss". If for any reason this Lease is not a true lease for federal or state income tax purposes, or if for any reason (even though this Lease may be a true lease) Lessor is not entitled to depreciate the Equipment for federal or state income tax purposes in the manner that Lessor anticipated when entering into this Lease, and as a result Lessor suffers a Loss, then to the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessee agrees to pay Lessor, as additional basic rent, a lump-sum amount which, after the payment of all federal, state and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in the reasonable opinion of Lessor maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been if such Loss had not occurred. The Lessor makes no representation with respect to the income tax consequences of this Lease or the Equipment. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder. Lessor shall make a reasonable effort to contest any such claim but shall have no obligation to contest such claim beyond the administrative level of the Internal Revenue Service or other taxing authority. In any event, Lessor shall control all aspects of any settlement and contest. To the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessee agrees to pay the legal fees and other out-of-pocket expenses incurred by Lessor in defending any such claim even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee shall have no obligations to indemnify Lessor for any Loss caused solely by (a) a casualty to the Equipment if Lessee pays the amount Lessee is required to pay as a result of such casualty, (b) Lessor's sale of the Equipment other than on account of an Event of Default hereunder, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) a change in tax law (including tax rates) effective after the Lease begins. For purposes of this paragraph the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes. Lessee's indemnity obligations under this paragraph shall survive termination of this Lease.

19. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Notwithstanding anything to the contrary contained herein, if any rate of interest, late fee or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees and/or charges shall be reduced to the maximum amount permissible under applicable law and any such excess amounts shall be applied towards the Lessee's obligations hereunder. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Lease, the obligations of each shall be joint and several. Lessee's obligations under paragraphs 5, 6, 11 and 14 shall survive termination or expiration of this Lease. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth on the first page of this Lease or at such other address as may be last known to the sender. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Lease (a "Counterpart") as the binding and effective record of this Lease whether or not an ink signed copy hereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record hereof, the Counterpart acknowledged in writing above by Lessor shall constitute the record hereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that such Counterpart received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart as the binding and effective record hereof only such Counterpart acknowledged in writing above by Lessor shall be marked "Original" and to the extent that this Lease constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original." This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which Lessee is located. **TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THIS LEASE.**

Verification of Information

Federal Tax ID #/Social Security # _____

Email Address: _____ **Documentation Contact Name:** _____

Principal Place of Business Address: Alvin Community College, 3110 Mustang Road, Alvin, TX 77511

- The address stated above is correct. Change the address as stated below.
- Street _____ City _____
State _____ Zip Code _____

Billing Address: Alvin Community College, 3110 Mustang Road, Alvin, TX 77511

- The billing address stated above is correct OR Change the billing address as stated below:
- Street _____ City _____
State _____ Zip Code _____

Equipment Location: Alvin community College, 3110 Mustang Road, Alvin, TX 77511

- The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A. Indicate **County** the equipment is located in _____; or
- The equipment will be located at:
- Street _____ City _____
State _____ County _____ Zip Code _____
(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)
- The vehicle(s) requires registration and/or permitting only (i.e. "off-road", "special equipment", "off-highway", etc.) and is exempt from titling. The Certificate of Origin or existing title is attached or will be forwarded to Wells Fargo Equipment Finance, Inc. immediately upon receipt.

Sales/Use Tax: (check one)

- Subject to sales and use tax. (Tax will be charged based on the type of equipment and on the state in which the equipment is located.); or
- Exempt from sales and use tax, for the following reason: _____
(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the equipment is located in a state or locality that requires reporting of the equipment on a personal property tax return, Wells Fargo Equipment Finance, Inc. will report the equipment.

Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Wells Fargo Equipment Finance, Inc. does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Addendum

To Governmental Equipment Lease

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415



This Addendum to Governmental Equipment Lease Number 057061-100 (this "Addendum") is made by and between **Alvin Community College** ("Lessee") and **Wells Fargo Equipment Finance, Inc.** ("Lessor").

INTRODUCTION: Lessee and Lessor are simultaneously herewith entering into Governmental Equipment Lease Number 057061-100 dated as of November 15, 2019 (the "Equipment Lease"); and Lessee and Lessor wish to modify and/or supplement the terms of the Governmental Equipment Lease, as more particularly set forth herein below.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Governmental Equipment Lease as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Governmental Equipment Lease shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Governmental Equipment Lease, the provision of this Addendum shall control.

2. DEFINITIONS. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Master Lease.

3. MODIFICATION OF THE GOVERNMENTAL EQUIPMENT LEASE. Notwithstanding any provision in the Governmental Equipment Lease to the contrary, Lessor and Lessee hereby agree that the obligations of Lessee under the Governmental Equipment Lease will be satisfied only out of Lessee's current revenues. Lessee has the right to terminate the Governmental Equipment Lease on the last day of any fiscal period during which such Governmental Equipment Lease is in effect and Lessee shall not be required to seek any appropriation sufficient to pay basic rental payments and other amounts payable under such Governmental Equipment Lease prior to the exercise of Lessee's right to terminate the Governmental Equipment Lease. To the extent that the Governmental Equipment Lease includes provisions pursuant to which Lessee agrees that a business official or officer responsible for budget preparation will do all things lawfully within such official's power (a) to include amounts to pay basic rental payments and other amounts under each Governmental Equipment Lease in each fiscal period budget to be submitted to Lessee's governing body and (b) to use best efforts to obtain and maintain funds from which such basic rental payments and other amounts under the Governmental Equipment Lease may be paid, such provisions are hereby deleted and are of no force or effect with respect to the Governmental Equipment Lease.

4. MISCELLANEOUS. This Addendum, together with the provisions of the Governmental Equipment Lease not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Dated the date and year first written above.

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Alvin Community College

_____	_____
By	By
_____	_____
Title	Title

Addendum to Equipment Lease

Return and Maintenance Provisions

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Wells Fargo Equipment Finance, Inc. ("Lessor") and Alvin Community College ("Lessee") hereby amend Governmental Equipment Lease No. 57061-100 dated as of November 15, 2019 by adding the following:

In addition to, but not in substitution for, the return and maintenance provisions contained in the Governmental Equipment Lease, Lessee agrees to comply with the following maintenance provisions during the term of the Lease and upon return of the Equipment to Lessor:

Maintenance & Repair:

- a. Lessee at all times will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty.
- b. Lessee will use only original manufacturer's approved replacement parts and components in the performance of any maintenance and repair of the Vehicle.
- c. Lessee will maintain current maintenance and repair records for the Vehicle in a useable manner and give to Lessor upon return of the Vehicle.
- d. Lessee will at all times maintain the Vehicle in good operational condition and appearance and cannot discriminate such maintenance between owned or leased Vehicle.

Return Condition:

- a. The Equipment will be in a condition whereby they can be put into revenue service at the original designated function and capacity. Mileage is limited to 10,000 annual miles. An excess use fee of \$.40 per mile will be charged for use exceeding this limit.
- b. All tires will be matched by generic type and tread design as when originally delivered, free of cracks, cuts or rips, and with a minimum of 50% new tire tread remaining.
- c. All air and fluid lines will be free of any leaks, cuts and cracks and the controls will operate as designed.
- d. The engine will operate to manufacturer's original specifications, will meet current smoke emission standards and will be free of any fluid leaks.
- e. The transmission, clutches and drive train will function properly with no slipping or grabbing.
- f. Brakes will hold the Vehicle as specified by original manufacturer without fading. No heat discoloration or warpage on brake cylinders, disks, wheels or pads, and brakes will have 50% of new pads or shoes thickness remaining.
- g. Radiator and cooling system will be free of leaks, punctures or holes and be able to maintain the Trucks in normal operating temperature range as specified by the original manufacturer.
- h. All shocks, springs, air ride suspension and coils will be in good operating condition.
- i. All glass will be free of cracks, chips and intact and operational as originally designed.
- j. The body will be free of damage and paint will be in good condition.
- k. Lessee logos or identification will be removed in a workmanlike manner so as to not detract from the overall paint and appearance of the coach.
- l. The interior will be in good and clean condition. All electronics including radios, Sound Systems, TVs, VCRs, DVDs, GPS, etc., will be present and functional. There will be no offensive odors.
- m. The Lessee will return the Equipment at their own expense to a point, designated in writing, by the Lessor.

In the event of a conflict between the terms of this Addendum and the Equipment Lease, the terms of this Addendum shall control. Capitalized terms used herein, which are not otherwise defined, shall have the meanings given to them in the Equipment Lease referenced above.

Except as modified herein the terms and conditions of the Lease remain the same and continue in full force and effect.

THIS ADDENDUM INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Dated: November 15, 2019

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Alvin Community College

_____	_____
By	By
_____	_____
Title	Title

Termination Value Schedule

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 57061-100 dated as of November 15, 2019

Lessee: Alvin Community College

Payment #	Termination Value
1	\$138,253.16
2	\$134,729.83
3	\$133,281.28
4	\$131,824.67
5	\$130,362.77
6	\$128,892.57
7	\$127,414.05
8	\$125,927.32
9	\$124,434.51
10	\$122,933.44
11	\$121,426.24
12	\$119,910.56
13	\$118,386.54
14	\$116,856.30
15	\$115,317.49
16	\$113,770.25
17	\$112,216.70
18	\$110,654.50
19	\$109,083.62
20	\$107,504.17
21	\$105,918.29
22	\$104,323.78
23	\$102,722.80
24	\$101,112.97
25	\$99,494.43
26	\$97,869.32
27	\$96,235.28
28	\$94,592.42
29	\$92,942.90
30	\$91,284.36
31	\$89,616.77

32	\$87,940.17
33	\$86,254.86
34	\$84,560.47
35	\$82,857.32
36	\$81,186.61
37	\$81,600.00

This schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement schedule to Lessee. This schedule does not include prepayment terms.

Lessee: Alvin Community College

By _____

Title _____

Pay Proceeds

WELLS
FARGO

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

In reference to Contract Number 57061-100 dated as of November 15, 2019, Wells Fargo Equipment Finance, Inc. is irrevocably instructed to disburse payment as follows:

Payee	Item	Amount
Creative Bus Sales, Inc.	Invoice # _____	125,624.00
TOTAL FINANCED		\$125,624.00

Dated: _____

Alvin Community College

By _____

Title _____



Delivery and Acceptance Certificate

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Governmental Equipment Lease Number 57061-100 dated as of November 15, 2019

Name and Address of Lessee:
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

Equipment Description: One (1) New 2019 StarCraft Allstar XL Bus - VIN SWEEZC8N4KH305869

Equipment Location: 3110 Mustang Road, Alvin, TX 77511

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Master Governmental Lease-Purchase Agreement and Supplement thereto identified above (collectively, the "Lease"), each by and between Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: _____

Lessee: Alvin Community College

By _____

Title _____

Insurance



Wells Fargo Equipment Finance, Inc. | Attn: Insurance Dept | PO Box 35702 | Billings, MT 59107

Contract Number 57061-100 dated as of November 15, 2019

*****VERIFICATION OF INSURANCE COVERAGE MUST BE COMPLETED PRIOR TO FUNDING/CLOSING*****

Contact your agent to have a certificate of insurance sent to the attention of Diane Kaiser at diane.i.kaiser@wellsfargo.com or fax number 877-542-4813.

Name and Address of Lessee:
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

Equipment Description: One (1) New 2019 StarCraft Allstar XL Bus - VIN 5WEEZC8N4KH305869

Equipment Location: 3110 Mustang Road, Alvin, TX 77511

Please complete, sign, and return this form along with your lease documents. In accordance with the provisions of your lease, insurance coverage is required as follows:

1. **PHYSICAL DAMAGE INSURANCE** is required against the loss, theft of or damage to the equipment.
 - The minimum amount of coverage required is **\$125,624.00**.
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
 - The amount of the deductible must be stated on the certificate of insurance.
2. **AUTO LIABILITY INSURANCE** is required for bodily injury and property damage.
 - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
3. The Physical Damage and Auto policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
4. The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.
5. The Underwriter/Carrier of the policy must have an AM Best Rating of A- or higher.
6. Reference **Contract Number 57061-100** on all policies.

LESSEE TO COMPLETE THE FOLLOWING:

Physical Damage and Auto Liability Insurance

Insurance Company _____ Policy Number _____ Deductible _____

Agency Name _____ Agent Name _____

Email Address _____ Phone Number _____ Fax Number _____

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: Alvin Community College

By

Title

Titled Equipment Agreement and Acknowledgement



Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 57061-100 dated as of November 15, 2019

Name and Address of Customer:
Alvin Community College
3110 Mustang Road
Alvin, TX 77511

Equipment Description: One (1) New 2019 StarCraft Allstar XL Bus - VIN 5WEEZC8N4KH305869

The Equipment must be titled as follows:

Owner Name & Address:

Wells Fargo Equipment Finance, Inc. (Lessor)
Alvin Community College (Lessee)
3110 Mustang Road
Alvin, TX 77511

Lienholder Name & Address:

Wells Fargo Equipment Finance, Inc.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. Jane Doe dba Jane Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owner/Lessees with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

- Customer will personally submit title work to state for processing
- Dealer will submit title work to state for processing
- Titling agency or other third party will submit title work to state for processing

Contact information for Titling Party:

Name _____

Street _____

City _____ State _____ Zip Code _____

Direct Phone Number _____ Fax Number _____

Email Address _____

By signing, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Equipment Finance, Inc.
Attn: Title Administration Dept.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Customer: Alvin Community College

By _____

Title _____

Invoice

WELLS
FARGO

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

To: Alvin Community College
3110 Mustang Road
Alvin, TX 77511

DATE OF INVOICE: November 15, 2019

App/Setup # 566393/314364 - DUE IN ADVANCE

CONTRACT NO.	DESCRIPTION	CONTRACT PAYMENT	SALES/USE TAX	OTHER CHARGES	AMOUNT DUE
57061-100	First and Last Advance Payments @ \$2,083.00 each	4,166.00			4,166.00
	Documentation Fee			750.00	750.00
TOTAL DUE					\$4,916.00

WIRE TO:

ABA#: 121000248
Swift Code: WFBIUS6S
Bank Name: Wells Fargo Bank, N.A.
Account#: 0000010313
Account Name: Wells Fargo Equipment Finance, Inc.
Phone Advise: WFEF Customer Service 1-866-726-4714

REMIT TO:

Wells Fargo Equipment Finance, Inc.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

[FORM OF LEGAL OPINION]

November 15, 2019

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Ladies and Gentlemen:

As counsel for Alvin Community College ("Lessee"), I have examined the Governmental Equipment Lease dated as of November 15, 2019 between the Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor") (the "Lease") and such other documents, instruments and records as I have considered relevant for purposes of this opinion. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee's full, true and correct legal name is Alvin Community College.
2. The Lease and all terms and provisions thereof are authorized by the Constitution, laws and regulations of the State of Texas, and governing the activities of Lessee, and Lessee has the power and authority to enter into this transaction contemplated by the Lease and to carry out its obligation thereunder.
3. The Lease has been duly authorized, executed and delivered by the Lessee in accordance with all laws, rules, regulations and ordinances, and in conformity with all legal procedures governing the transaction contemplated by the Lease, including all applicable open meeting, public records and public bidding procedures, and the Lease constitutes a legal, valid and binding agreement enforceable in accordance with its terms, and the Lease represents a valid, deferred payment obligation for the amounts and in the manner those amounts are to be paid as set forth therein.
4. No approval, consent or withholding of objection is required from any governmental body or authority or any other person, firm or corporation with respect to the entering into or performance by Lessee of the terms of the Lease and the transaction contemplated thereby, or if any such approval is required, it has been obtained.
5. The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee, or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party, or by which it or its assets may be bound.
6. There are no actions, suits or proceedings pending or to the knowledge of the Lessee or the undersigned, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Lessee to perform its obligations under the Lease.
7. The Lessee has been allotted funds and sufficient funds have been appropriated lawfully and in accordance with all procedures applicable thereto for the payment of lease payments during the first fiscal period of the Lease.
8. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of Texas.
9. Resolution No. _____ of the governing body of the Lessee was duly and validly adopted by such governing body on _____, 20__, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease.

Very truly yours,

Counsel for Lessee

Online Account Management

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS
FARGO

MyAccounts

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

How to register:

To register for MyAccounts, follow these quick steps:

1. Visit myaccounts.wellsfargo.com and click on Register Now.
2. You'll need your *contract number* and *invoice number/serial number/VIN*, found on your invoice.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Talk with us today to learn more.

866-726-4714

myaccounts.wellsfargo.com

**ALVIN COMMUNITY COLLEGE
EXECUTIVE SUMMARY
COLLEGE BOARD OF REGENTS
TRUST PROPERTY**

<i>Tax Suit #</i>	<i>Legal Description</i>	<i>Court Adjudged Value</i>	<i>Current Value</i>	<i>Total Taxes Due</i>	<i>ACC Taxes Due</i>	<i>Bid/Offer</i>
73209	A0420 HOOPER & WADE, TRACT 11A-11A2 Acres .0136 ALVIN	\$11,850.00	\$5,830.00	\$5,999.58	\$395.83	\$2,700.00



Brazoria County Tax Office

Ro'Vin Garrett, PCC
Tax Assessor-Collector

Brazoria County
111 E. Locust
Angleton, Texas 77515-4682

Tuesday, November 26, 2019

Alvin Community College
Attention: Tammy Giffrow
3110 Mustang Rd.
Alvin, TX 77511

Re: See Attached

Dear Board Members:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

Property tax resale data is as follows:

Account Number- 0420-0103-130

Tax suit number-73209

Legal description-A0420 HOOPER & WADE, TRACT 11A-11A2, ACRES .0136, ALVIN

Court adjudged value-\$11,850.00

Total taxes due-\$5,999.58

ACC taxes due-\$395.83

Bid/Offer-\$2,700.00

Minimum Bid-\$4,370.59

Current Value: \$5,830.00

When your governing body has made their decision notify the Brazoria County Tax office with a copy of the minutes. Also, include the property Tax Account number in your reply.

If you have any questions, you can contact me at 979-864-1886 or 281-756-1886.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholette Reynolds".

Nicholette Reynolds

Tax Resale Property Information

RESALE MEETING OF: November 26, 2019

Legal Description: A0420 HOOPER & WADE, TRACT 11A-11A2,
ACRES 0.136, ALVIN

Physical Address:

Account Number: 0420-0103-130

In Trust To: BRAZORIA COUNTY

Adjudged Value: \$11,850.00

Minimum Bid at Sale: \$4,370.59

Offer: \$2,700.00

Offer made by: MICHAEL WHITE

Sheriff's Deed Filed: 1/21/2015

Redemption Expiration: 7/21/2015

Post Judgment Taxes: \$1,548.95

Post Judgment Years: 2013-2015

City weed/demo liens: UNKNOWN

Land Value: (Current) \$5,830.00

Improvement Value:(Current) \$0.00

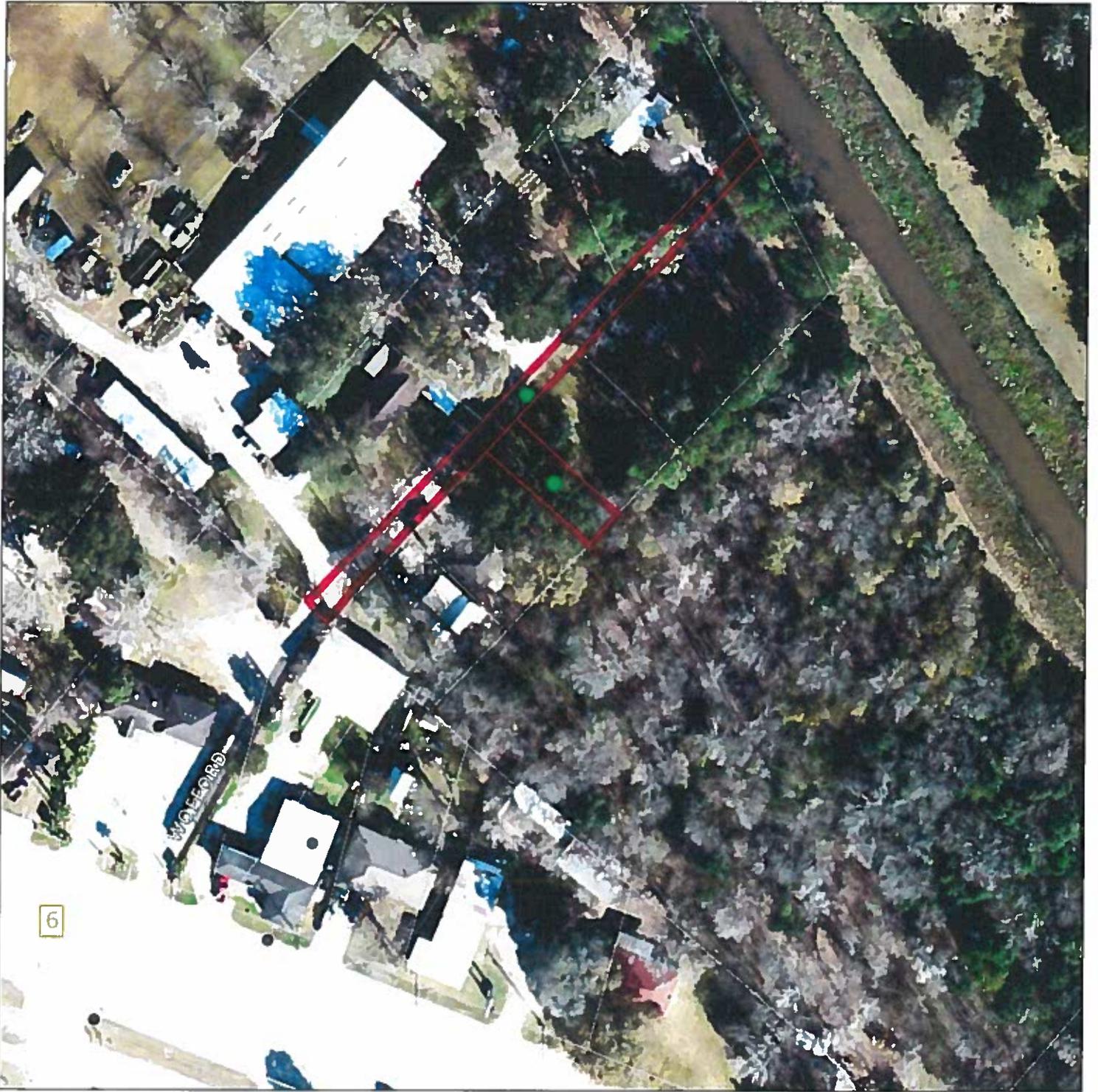
Previous Owner: PAUL WOFFORD JR.

Precinct: 3

School District: ALVIN ISD

Vote:	AYE	NAY
R. Garrett	X	
C. Garner	X	
Judge Sebesta	X	
S. Adams	X	
Civil Div. Rep.	X	

Notes: PBFCM representative present



1 Property with Geographic ID matching "04200103130"

A0420 HOOPER & WADE, TRACT 11A-11A2, ACRES 0.136, ALVIN

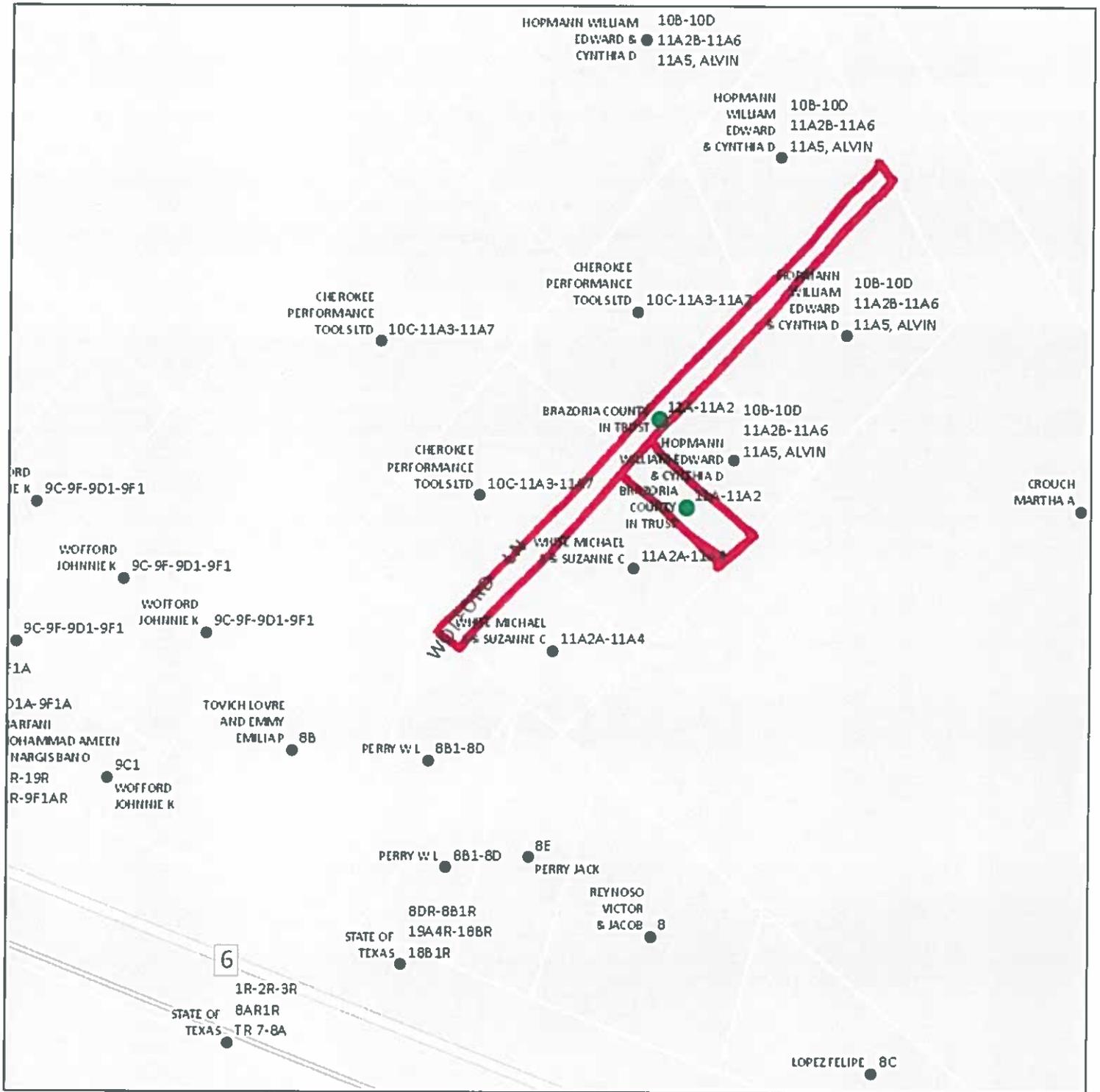
Property ID 172553

Geo ID 0420-0103-130

Owned by BRAZORIA COUNTY IN TRUST

Address

[Full Details](#)



1 Property with Geographic ID matching "04200103130"

A0420 HOOPER & WADE, TRACT 11A-11A2, ACRES 0.136, ALVIN

Property ID 172553

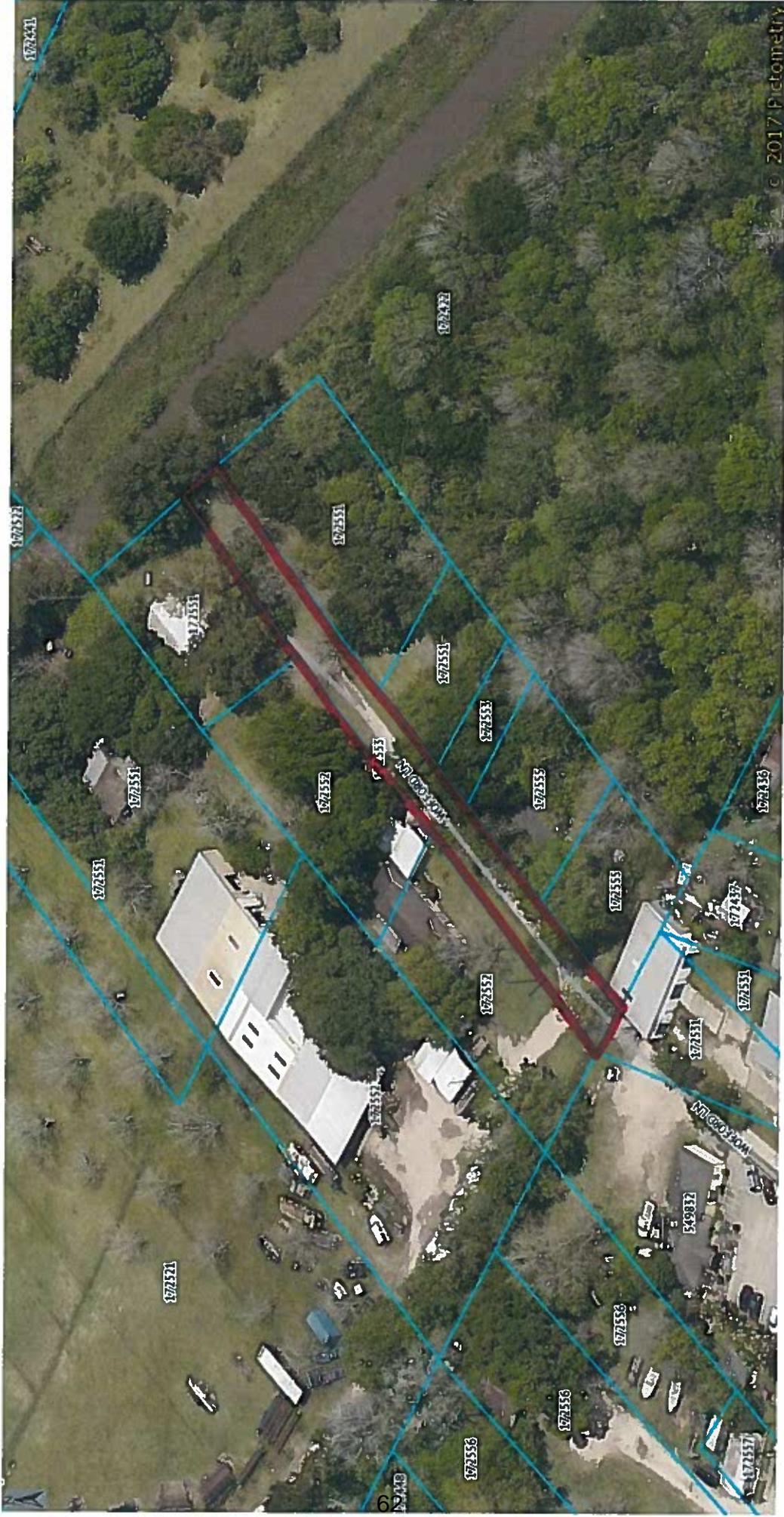
Geo ID 0420-0103-130

Owned by BRAZORIA COUNTY IN TRUST

Address

[Full Details](#)

0420-0103-130 LOT 11A PCT.3



0420-0103-130 LOT 11A2 PCT.3



Alvin Community College
Consolidated Statement of Net Assets

	<u>August 31, 2019</u>	<u>August 31, 2018</u>	<u>Variance</u>	<u>Explanations/Descriptions</u>
Current Assets				
Cash and cash equivalents	1,903,212	4,424,046	(2,520,834)	
Short-term investments	24,875,507	25,002,664	(127,157)	Tax maintenance note included
Accounts receivable, net	2,477,963	1,425,054	1,052,909	Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings
Inventories	294,116	508,959	(214,843)	
Prepays	686,814	577,955	108,859	Travel advances and prepaid expenses
Total Current Assets	<u>30,237,612</u>	<u>31,938,678</u>	<u>(1,701,066)</u>	
Noncurrent assets				
Long-term investments	12,450,000	8,750,000	3,700,000	
Capital assets, net	26,464,717	27,157,972	(693,255)	
Total Assets	<u>69,152,329</u>	<u>67,846,650</u>	<u>1,305,679</u>	
Deferred Outflows of Resources				
Deferred charge on refunding	151,897	303,794	(151,897)	Bonds
Deferred outflows - pensions	4,274,255	1,093,212	3,181,043	TRS pension
Deferred outflows - OPEB	3,241,397	2,332,680	908,717	OPEB
Total Deferred Outflows of Resources	<u>7,667,549</u>	<u>3,729,686</u>	<u>3,937,863</u>	
Liabilities				
Accounts payable & accrued liabilities	1,025,903	971,538	54,365	
Net pension liability	9,552,204	5,761,792	3,790,412	GASB 68
Net OPEB liability	23,714,289	28,072,469	(4,358,180)	GASB 75
Funds held for others	37,164	36,381	783	Agency funds - groups, clubs, etc on campus
Deferred revenues	4,431,519	4,358,048	73,471	Grants paid in advance and fall registrations
Compensated absences	414,719	428,516	(13,797)	Entry made annually for change in liability
Exit Incentive	-	327,043	(327,043)	
Bonds payable	33,834,989	36,031,248	(2,196,259)	Annual payment
Total Liabilities	<u>73,010,787</u>	<u>75,987,035</u>	<u>(2,976,248)</u>	
Deferred Inflows of Resources				
Deferred inflows - pensions	987,826	1,226,902	(239,076)	TRS pension
Deferred inflows - OPEB	9,178,950	6,206,958	2,971,992	OPEB
Total Deferred Inflows of Resources	<u>10,166,776</u>	<u>7,433,860</u>	<u>2,732,916</u>	
Net Assets				
Fund Balance - Equity	<u>(6,357,685)</u>	<u>(11,844,559)</u>	<u>5,486,874</u>	
Total Net Assets	<u><u>(6,357,685)</u></u>	<u><u>(11,844,559)</u></u>	<u><u>5,486,874</u></u>	

Alvin Community College
Consolidated Statement of Revenue and Expense
August 31, 2019 and August 31, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Tuition and fees	2,251,911	7,227,582	7,546,142	(318,560)	95.78%	1,939,496	7,360,680	7,744,783	(384,103)	95.04%
Federal grants and contracts	6,846,816	-	-	-	0.00%	6,330,352	-	-	-	0.00%
State grants	617,808	-	-	-	0.00%	296,447	-	-	-	0.00%
Local grants	311,074	-	-	-	0.00%	291,079	-	-	-	0.00%
Auxiliary enterprises	2,455,055	-	-	-	0.00%	2,592,082	-	-	-	0.00%
Other operating revenues	356,821	118,762	105,000	13,762	113.11%	356,831	121,524	105,000	16,524	115.74%
Total operating revenues	12,839,485	7,346,344	7,651,142	(304,798)	96.02%	11,806,287	7,482,204	7,849,783	(367,579)	95.32%
Expenses										
Operating expenses										
Administrative	-	5,673,501	5,927,246	253,745	95.72%	-	5,346,262	5,598,812	252,550	95.49%
Institutional	-	4,692,128	6,553,258	1,861,130	71.60%	-	5,138,456	4,807,265	(331,191)	106.89%
Designated for Institutional Reserve	-	-	150,000	150,000	0.00%	-	-	750,000	750,000	0.00%
Occupational Technical Instruction	-	5,618,085	5,981,647	363,562	93.92%	-	5,817,231	6,159,768	342,537	94.44%
University Parallel Instruction	-	6,677,253	6,955,735	278,482	96.00%	-	6,656,253	6,841,035	184,782	97.30%
Student Services	-	4,046,675	4,267,667	220,992	94.82%	-	3,630,742	3,992,080	361,338	90.95%
Physical Plant	-	2,952,275	3,086,653	134,378	95.65%	-	3,326,588	2,986,995	(339,593)	111.37%
Unbudgeted Unrestricted	1,299,417	-	-	-	0.00%	1,411,439	-	-	-	0.00%
Continuing Ed (Fund 13)	1,199,213	-	-	-	0.00%	1,222,801	-	-	-	0.00%
Auxiliary enterprises	2,281,168	-	-	-	0.00%	2,640,360	-	-	-	0.00%
Local Grants	25,109	-	-	-	0.00%	24,374	-	-	-	0.00%
TPEG	244,844	-	-	-	0.00%	278,341	-	-	-	0.00%
Institutional Scholarships	-	-	-	-	0.00%	14,815	-	-	-	0.00%
State Grants	617,808	-	-	-	0.00%	296,447	-	-	-	0.00%
Federal Grants	6,846,816	-	-	-	0.00%	6,330,352	-	-	-	0.00%
Donor Scholarships	351,143	-	-	-	0.00%	513,167	-	-	-	0.00%
Unexpended Plant Fund	145,450	-	-	-	0.00%	1,027,324	-	-	-	0.00%
Depreciation	683,191	-	-	-	0.00%	(465,277)	-	-	-	0.00%
Debt Retirement	(159,708)	-	-	-	0.00%	885,677	-	-	-	0.00%
Gain on Sale of Property	-	-	-	-	0.00%	-	-	-	-	0.00%
Construction in Progress	736,903	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	14,271,354	29,659,917	32,922,206	3,262,289	90.09%	14,179,820	29,915,532	31,135,955	1,220,423	96.08%
Operating Gain/(Loss)	(1,431,869)	(22,313,573)	(25,271,064)	2,957,491		(2,373,533)	(22,433,328)	(23,286,172)	852,844	
Nonoperating revenues										
State appropriations*	-	7,945,958	7,930,935	15,023	100.19%	-	7,947,404	7,930,935	16,469	100.21%
Property tax revenue - Current	1,573,770	16,776,366	17,065,129	(288,763)	98.31%	1,564,277	14,179,876	14,580,237	(400,361)	97.25%
Property tax revenue/Instiit Reserve	-	150,000	150,000	-	0.00%	-	750,000	750,000	-	0.00%
Property tax revenue - Delinquent	24,934	257,008	257,008	257,008	0.00%	28,482	256,826	256,826	256,826	0.00%
Property tax revenue - Interest & Penalties	10,265	118,315	118,315	118,315	0.00%	10,394	107,500	107,500	107,500	0.00%
Investment income	576,745	297,216	125,000	172,216	237.77%	3,859	178,987	25,000	153,987	715.95%
Other non-operating revenues	1,031,416	464,151	-	464,151	0.00%	788,260	24,502	-	24,502	0.00%
Total nonoperating revenues	3,217,130	26,009,014	25,271,064	737,950	102.92%	2,395,272	23,445,095	23,286,172	158,923	100.68%
Provided by the State										
Revenue for Insurance and Retirement	-	3,704,151	-	3,704,151	0.00%	-	3,187,639	-	3,187,639	0.00%
State Insurance Match	-	(1,210,128)	-	(1,210,128)	0.00%	-	(1,143,837)	-	(1,143,837)	0.00%
State Retirement Match	-	(1,922,271)	-	(1,922,271)	0.00%	-	(1,483,006)	-	(1,483,006)	0.00%
State Retiree Insurance	-	(571,752)	-	(571,752)	0.00%	-	(560,796)	-	(560,796)	0.00%
Increase/(decrease) in net assets	1,785,261	3,695,441	-	3,695,441		21,739	1,011,767	-	1,011,767	
• State Approp portion generated by CE =	316,249					317,896				
• Institutional Reserve	6,771,294					5,520,431				

Alvin Community College
Consolidated Statement of Revenue and Expense
August 31, 2019 and August 31, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Total operating revenues	12,839,485	7,346,344	7,651,142	(304,798)	96.02%	11,806,287	7,482,204	7,849,783	(367,579)	95.32%
Nonoperating revenues										
Total nonoperating revenues	3,217,130	26,009,014	25,271,064	737,950	102.92%	2,395,272	23,445,095	23,286,172	158,923	100.68%
Less Expenses										
Operating expenses										
Total operating expenses	(14,271,354)	(29,659,917)	(32,922,206)	(3,262,289)	90.09%	(14,179,820)	(29,915,532)	(31,135,955)	(1,220,423)	96.08%
Increase/(decrease) in net assets	1,785,261	3,695,441	-	3,695,441		21,739	1,011,767	-	1,011,767	

* State Approp portion generated by CE = 316,249 317,896

* Institutional Reserve 6,771,294 5,520,431

Alvin Community College
Consolidated Detail Expense by Type
August 31, 2019 and August 31, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget Expended	All Other Funds Actual	M&O Actual	M&O Budget	Remaining Budget	% of Budget Expended
Administrative Sal	98,351	1,226,254	1,303,599	77,345	94.07%	106,852	1,282,916	1,271,774	(11,142)	100.88%
Professional Sal	1,050,809	4,237,395	4,571,790	334,395	92.69%	799,145	3,954,133	4,136,260	182,127	95.60%
Tech/Clerical Sal	825,635	4,163,553	4,375,473	211,920	95.16%	792,786	4,040,806	4,340,693	299,887	93.09%
Faculty Sal	580,767	10,539,265	10,975,582	436,317	96.02%	618,112	10,835,085	11,112,065	276,980	97.51%
Misc Sal	66,534	89,933	79,195	(10,738)	113.56%	52,321	71,405	84,761	13,356	84.24%
Reg Students Sal	36,205	89,107	200,028	110,921	44.55%	58,489	100,610	222,839	122,229	45.15%
Work Study Students Sal	60,360	-	-	-	0.00%	77,314	-	-	-	0.00%
Staff Benefits	403,820	2,138,945	3,844,695	1,705,750	55.63%	347,659	4,256,150	3,841,664	(414,486)	110.79%
Subtotal	3,122,481	22,484,452	25,350,362	2,865,910	88.69%	2,852,678	24,541,105	25,010,056	468,951	98.12%
Equipment	276,145	269,536	125,900	(143,636)	214.09%	243,467	366,563	15,000	(351,563)	2443.75%
Computer Hardware	429,341	91,277	102,460	11,183	89.09%	359,136	43,104	73,460	30,356	58.68%
Capital Improvements	-	-	-	-	0.00%	71,699	957	-	(957)	0.00%
Designated for Instit Reserve	-	-	1,917,000	1,917,000	0.00%	-	-	750,000	750,000	0.00%
Travel/Prof Development	120,153	439,179	489,656	50,477	89.69%	59,899	433,839	474,479	40,640	91.43%
Supplies & Exp	1,871,362	6,291,980	4,821,498	(1,470,482)	130.50%	2,088,094	4,446,119	4,714,060	267,941	94.32%
Institutional Scholarships	36,211	83,493	115,330	31,837	72.39%	77,587	83,845	98,900	15,055	84.78%
Financial Aid	5,500,343	-	-	-	0.00%	5,205,278	-	-	-	0.00%
Donor Scholarships	351,143	-	-	-	0.00%	423,809	-	-	-	0.00%
Purchases (Store/Concession)	1,155,939	-	-	-	0.00%	1,371,729	-	-	-	0.00%
Contingency Expense	2,400	-	-	-	0.00%	5,483	-	-	-	0.00%
Depreciation	683,191	-	-	-	0.00%	(465,277)	-	-	-	0.00%
Debt Retirement (Int & Amort)	(159,708)	-	-	-	0.00%	858,914	-	-	-	0.00%
Construction In Progress	736,903	-	-	-	0.00%	-	-	-	-	0.00%
Unexpended Plant	145,450	-	-	-	0.00%	1,027,324	-	-	-	0.00%
	14,271,354	\$ 29,659,917	\$ 32,922,206	\$ 3,262,289	90.09%	14,179,820	\$ 29,915,532	\$ 31,135,955	\$ 1,220,423	96.08%
State Insurance Match	-	1,210,128	-	(1,210,128)	0.00%	-	1,143,837	-	(1,143,837)	0.00%
State Retirement Match	-	1,922,271	-	(1,922,271)	0.00%	-	1,483,006	-	(1,483,006)	0.00%
State Retiree Insurance	-	571,752	-	(571,752)	0.00%	-	560,796	-	(560,796)	0.00%

Alvin Community College
Continuing Education Statement of Revenue and Expense (Fund 13)
August 31, 2019

	Year-To-Date					
	Actual Revenue	TPEG	Exemptions	Net Revenue	Actual Expense	Net Margin
Administration	316,249			316,249	463,981	(147,732)
Motorcycle Safety	8,140			8,140	13,950	(5,810)
GED	12,495			12,495	12,203	292
Law Enforcement	699	(42)		657	-	657
Real Estate	2,457			2,457	1	2,456
Dental Assistant	80,515	(4,761)		75,754	69,146	6,608
Information Technology Training	-	-		-	-	-
Phlebotomy	47,930	(2,876)		45,054	15,849	29,205
Medication Aide	40,548	(2,433)		38,115	6,344	31,771
Welding	216,708	(11,890)	(7,386)	197,432	131,115	66,317
Certified Nursing	47,802	(2,857)		44,945	74,570	(29,625)
Truck Driving	108,893	(5,729)		103,164	107,756	(4,592)
Center for Professional Workforce Dev	14,066	(324)		13,742	-	13,742
Education to Go	5,150			5,150	1,606	3,544
Concealed Handguns	222			222	179	43
Occupational Health & Safety	6,459			6,459	2,007	4,452
Community Programs	9,286	(204)		9,082	1,793	7,289
Clinical Medical Assistant	60,980	(3,659)		57,321	16,013	41,308
Vet Assistant	33,334	(1,909)		31,425	23,719	7,706
NonCert Radiology	-			-	384	(384)
Yoga	6,675			6,675	4,200	2,475
Activity Director Program	3,335	(200)		3,135	774	2,361
Machinist Program	14,754	(885)		13,869	84,817	(70,948)
TWC Pipefitter Program	34,704	(2,082)		32,622	66,746	(34,124)
STRIVE	85,370	(4,906)	(3,274)	77,190	71,116	6,074
TWC INEOS/TEAM	-	-		-	79	(79)
TWC Fast Start IV	26,022	(1,187)		24,836	4,590	20,246
Industrial Maintenance	520	(30)		490	696	(206)
TWC Explore		(450)		(450)	6,138	(6,588)
TWC Building Construction Trades	41,043	(2,549)		38,494	11,682	26,812
TWC Building Construction Trades II	1,512	(91)		1,421	7,759	(6,338)
Total	1,225,868	(49,062)	(10,660)	1,166,146	1,199,213	(33,067)

*3.98% of the state appropriation for FY2018/19 is attributed to CE hours. This funding is used to offset administrative costs. It is recorded as revenue in M&O (Fund 11).

Departments highlighted generate the CE hours that contribute to the calculation of ACC's state appropriations.

Alvin Community College
Auxiliary Profit/(Loss) Statement as of August 31, 2019 and August 31, 2018

	<u>Parking</u>	<u>Student Activities</u>	<u>Bookstore</u>	<u>Vending</u>	<u>Childcare</u>	<u>Fitness Center</u>	<u>Total</u>	<u>Prior Year-To-Date</u>
Revenue								
Sales & services	279,034		1,549,107	8,092	311,821	30,992	2,179,046	2,336,049
Student Fees		276,009					276,009	256,033
	279,034	276,009	1,549,107	8,092	311,821	30,992	2,455,055	2,592,082
Expenses								
Purchases & Returns			1,155,267	672			1,155,939	1,371,728
Salaries	78,471	66,626	247,100		204,441	30,028	626,666	611,239
Staff Benefits	19,200	16,556	69,245		82,647	794	188,442	186,507
Supplies & Other Operating Expenses	83,695	53,286	93,068	4,364	29,444	34	263,891	359,886
Equipment	3,304						3,304	19,604
Building Repairs							-	25,170
Bank Charges			17,990			136	18,126	27,400
Contingency		2,400					2,400	5,483
Scholarships		22,400					22,400	33,343
	184,670	161,268	1,582,670	5,036	316,532	30,992	2,281,168	2,640,360
Excess revenue over expenses	94,364	114,741	(33,563)	3,056	(4,711)	-	173,887	(48,278)
Assets:								
Cash & Petty Cash			12,013			55	12,068	12,068
Accounts Receivable			139,856	490	1,655		142,001	12,164
Interfund Receivables	450,928	414,656	732,164	2,275	3,087	55,493	1,658,603	1,419,060
Prepaid Expenses							-	-
Inventory			293,810	306			294,116	508,959
Total Assets	450,928	414,656	1,177,843	3,071	4,742	55,548	2,106,788	1,952,251
Liabilities:								
Accounts Payable/Gift Certificates	1,911		60,744	15	6,971	111	69,752	85,470
Deferred Revenue	103,746	103,746				1,400	208,892	215,525
Deposits							-	-
Total Liabilities	105,657	103,746	60,744	15	6,971	1,511	278,644	300,995
Restricted Fund Balance (includes inventories)		-	293,810	306			294,116	508,959
Unrestricted Fund Balance	345,271	310,910	823,289	2,750	(2,229)	51,037	1,531,028	1,142,297
Total Liabilities & Fund Balance	450,928	414,656	1,177,843	3,071	4,742	52,548	2,103,788	1,952,251

Alvin Community College
Auxiliary Profit/(Loss) Statement as of August 31, 2018

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total
Revenue							
Sales & services	259,784		1,759,056	9,016	267,049	41,144	2,336,049
Student Fees		256,033					256,033
	259,784	256,033	1,759,056	9,016	267,049	41,144	2,592,082
Expenses							
Purchases & Returns			1,370,565	1,163			1,371,728
Salaries	71,476	65,142	249,664		190,295	34,662	611,239
Staff Benefits	20,532	16,738	75,903		72,813	521	186,507
Supplies & Other Operating Expenses	137,423	74,416	117,732		29,802	513	359,886
Equipment	19,604						19,604
Building Repairs	25,170						25,170
Bank Charges			20,322		6,862	216	27,400
Contingency		5,483					5,483
Scholarships		23,040		10,303			33,343
	274,205	184,819	1,834,186	11,466	299,772	35,912	2,640,360
Excess revenue over expenses	(14,421)	71,214	(75,130)	(2,450)	(32,723)	5,232	(48,278)
Assets:							
Cash & Petty Cash			12,013			55	12,068
Accounts Receivable			11,654		510		12,164
Interfund Receivables	360,791	304,042	695,057	27	6,530	52,613	1,419,060
Prepaid Expenses							-
Inventory			508,959				508,959
Total Assets	360,791	304,042	1,227,683	27	7,040	52,668	1,952,251
Liabilities:							
Accounts Payable/Gift Certificates	2,744	733	77,020	27	4,557	389	85,470
Deferred Revenue	107,141	107,141				1,243	215,525
Deposits							-
Total Liabilities	109,885	107,874	77,020	27	4,557	1,632	300,995
Restricted Fund Balance (includes inventories)		-	508,959	-			508,959
Unrestricted Fund Balance	250,906	196,168	641,704	-	2,483	51,036	1,142,297
Total Liabilities & Fund Balance	360,791	304,042	1,227,683	27	7,040	52,668	1,952,251

TO: Board of Regents
 FROM: Deborah Kraft
 DATE: January 9, 2019
 SUBJECT: Investment Transactions Report

Report Date: November 30, 2019

Investment Position:

As of November 30, 2019, Alvin Community College has \$ 9,450,000 invested in thirteen certificates of deposit purchased through First National Bank-Alvin, one certificate of deposit purchased through Texas Advantage Bank, one certificate of deposit purchased through the CDARS program using Texas Advantage Bank and one purchased from Amoco Federal Credit Union.

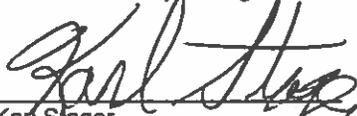
Summary:

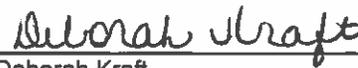
Beginning market value		9/1/2019	\$	12,450,000
Additions/changes to the market value:				
	a.	sales of CDs		(6,000,000)
	b.	purchases of CDs		3,000,000
	c.	TexSTAR, Value at 11/30/19		24,495,549
Ending market value		11/30/2019	\$	33,945,549
Fully accrued interest			\$	38,204

Pooled Funds:

The	\$	33,945,549	currently invested was taken from the following major fund groups:
	\$	9,450,000	General Fund 11
	\$	24,495,549	2018 Maintenance Tax Note 66

We certify that the investments made during this reporting period are in compliance with Alvin Community College's Investment Policy and the Texas Government Code.


 Karl Sjager


 Deborah Kraft


 Laurel Joseph

Alvin Community College
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 Alvin, TX 77511

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ALVIN COMMUNITY COLLEGE
Investment Schedule

Below is a list of Alvin Community College's investments for the period September 1, 2019 through November 31, 2019. All securities have been purchased according to the investment policy approved by the Board of Regents at the August 15, 2019 board meeting.

CD No.	Purchase Date	Due Date	Interest Rate	Term	Days Held	Principal	Interest Earned	Accrued Interest	Total
BEGINNING INVESTMENTS:									
520890	02/21/17	02/21/20	1.250%	1095	91	250,000			250,000 a
1019937913	02/23/17	02/20/20	1.250%	1092	91	250,000			250,000 b
200000389	02/13/18	02/13/20	2.054%	730	91	500,000			500,000
200000402	04/12/18	04/12/20	2.189%	731	91	250,000			250,000
1861710	01/10/19	01/10/22	3.050%	1096	91	250,000			250,000
200000440	02/06/19	09/25/19	2.590%	231	3	1,600,000			1,600,000
200000442	02/25/19	10/25/19	2.615%	242	20	1,800,000			1,800,000
200000451	04/03/19	09/05/19	2.522%	155	32	300,000			300,000
200000452	04/03/19	10/04/19	2.552%	184	54	300,000			300,000
200000453	04/03/19	11/04/19	2.478%	215	62	300,000			300,000
200000459	04/30/19	11/22/19	2.513%	206	87	1,100,000			1,100,000
200000463	05/28/19	11/22/19	2.486%	178	91	600,000			600,000
200000464	05/28/19	12/04/19	2.486%	190	91	400,000			400,000
200000465	06/03/19	12/11/19	2.420%	191	91	500,000			500,000
200000469	07/03/19	12/11/19	2.243%	161	91	500,000			500,000
200000470	08/06/19	01/24/20	2.930%	171	91	1,200,000			1,200,000
200000471	08/26/19	12/11/19	1.972%	107	91	600,000			600,000
200000472	08/26/19	01/06/20	1.957%	133	91	1,300,000			1,300,000
200000473	08/30/19	02/03/20	1.985%	157	91	450,000			450,000
Subtotal for CD Investments for Beginning of the Period						\$ 12,450,000	\$ -	\$ -	\$ 12,450,000
SALES:									
200000451	04/03/19	09/05/19	2.522%	155		300,000	3,213		303,213
200000440	02/06/19	09/25/19	2.600%	231		1,600,000	26,328		1,626,328
200000452	04/03/19	10/04/19	2.552%	184		300,000	3,859		303,859
200000442	02/25/19	10/25/19	2.615%	242		1,800,000	31,208		1,831,208
200000453	04/03/19	11/04/19	2.478%	215		300,000	4,379		304,379
200000459	04/30/19	11/22/19	2.513%	206		1,100,000	15,601		1,115,601
200000463	05/28/19	11/22/19	2.486%	178		600,000	7,274		607,274
Total Sales						6,000,000	91,862	-	6,091,862
PURCHASES:									
200000488	11/22/19	01/15/20	1.664%	54		500,000			500,000
200000477	10/04/19	02/03/20	1.797%	122		900,000			900,000
200000484	11/04/19	02/03/20	1.644%	91		1,100,000			1,100,000
200000489	11/22/19	02/03/20	1.663%	73		500,000			500,000
Total Purchases						3,000,000	-	-	3,000,000
ENDING INVESTMENTS:									
520890	02/21/17	02/21/20	1.250%	1095	0	250,000			250,000 a
1019937913	02/23/17	02/20/20	1.250%	1092	0	250,000			250,000 b
200000389	02/13/18	02/13/20	2.054%	730	90	500,000		2,532	502,532
200000402	04/12/18	04/12/20	2.189%	731	90	250,000		1,349	251,349
1861710	01/10/19	01/10/22	3.050%	1096	90	250,000		1,880	251,880 c
200000464	05/28/19	12/04/19	2.486%	190	90	400,000		2,452	402,452
200000465	06/03/19	12/11/19	2.420%	191	90	500,000		2,984	502,984
200000469	07/03/19	12/11/19	2.243%	161	90	500,000		2,765	502,765
200000470	08/06/19	01/24/20	2.930%	171	90	1,200,000		8,670	1,208,670
200000471	08/26/19	12/11/19	1.972%	107	90	600,000		2,917	602,917
200000472	08/26/19	01/06/20	1.957%	133	90	1,300,000		6,273	1,306,273
200000473	08/30/19	02/03/20	1.985%	157	90	450,000		2,203	452,203
200000488	11/22/19	01/15/20	1.664%	54	8	500,000		182	500,182
200000477	10/04/19	02/03/20	1.797%	122	57	900,000		2,526	902,526
200000484	11/04/19	02/03/20	1.644%	91	26	1,100,000		1,288	1,101,288
200000489	11/22/19	02/03/20	1.663%	73	8	500,000		182	500,182
Total for End of Period for CD Investments						\$ 9,450,000	\$ -	\$ 38,204	\$ 9,488,204
INVESTMENT POOL:									
TexSTAR						\$ 24,495,549	\$ -	\$ -	\$ 24,495,549

a Texas Advantage Bank
b Texas Advantage CDARS (First National Bank of Michigan and Mutual of Omaha Bank)
c Amoco Federal Credit Union

ALVIN COMMUNITY COLLEGE FOUNDATION
Investment Schedule

Below is a list of Alvin Community College Foundation's investments for the period September 1, 2019 through November 30, 2019. All securities have been purchased according to the investment policy approved by the ACC Foundation Board of Directors at the February 17, 2015 board meeting.

BEGINNING INVESTMENTS 9/1/19	\$	3,295,298
Increases In Account		
Deposits		16,671
Sales Proceeds/Redemptions		-
Dividends		16,347
Interest		26
Capital Gains		-
Securities Purchased		16,347
Positive Change in value of priced securities		117,753
Decreases in Account		
Fees		(7,535)
Cash Withdrawals		(21,137)
Funds Used to Purchase Securities		(16,347)
Securities sold/redeemed		-
Negative Change in value of priced securities		-
		-
ENDING INVESTMENTS 11/30/19	\$	3,417,423

Alvin Community College
Consolidated Statement of Net Assets

	<u>November 30, 2019</u>	<u>November 30, 2018</u>	<u>Variance</u>	<u>Explanations/Descriptions</u>
Current Assets				
Cash and cash equivalents	1,990,702	2,321,745	(331,043)	
Short-term investments	32,945,549	31,435,459	1,510,090	
Accounts receivable, net	2,817,535	2,872,127	(54,592)	Installment Plans outstanding, billing outstanding to sponsors and third parties, grant billings, and CE billings
Inventories	387,573	447,863	(60,290)	
Prepays	11,456	4,966	6,490	Travel advances and prepaid expenses
Total Current Assets	<u>38,152,815</u>	<u>37,082,160</u>	<u>1,070,655</u>	
Noncurrent assets				
Long-term investments	1,000,000	750,000	250,000	
Capital assets, net	26,458,542	27,157,972	(699,430)	
Total Assets	<u>65,611,357</u>	<u>64,990,132</u>	<u>621,225</u>	
Deferred Outflows of Resources				
Deferred charge on refunding	151,897	303,794	(151,897)	Bonds
Deferred outflows - pensions	4,093,008	673,306	3,419,702	TRS pension
Deferred outflows - OPEB	3,241,398	793,739	2,447,659	OPEB
Total Deferred Outflows of Resources	<u>7,486,303</u>	<u>1,770,839</u>	<u>5,715,464</u>	
Liabilities				
Accounts payable & accrued liabilities	231,005	43,262	187,743	
PARS	-	327,043	(327,043)	
Net pension liability	9,552,203	5,761,791	3,790,412	
Net OPEB liability	23,714,290	28,072,470	(4,358,180)	
Funds held for others	41,477	41,732	(255)	Agency funds - groups, clubs, etc on campus
Deferred revenues	145,756	247,784	(102,028)	Grants paid in advance and fall registrations
Compensated absences	414,719	428,516	(13,797)	Entry made annually for change in liability
Bonds payable	9,366,965	10,731,486	(1,364,521)	Annual payment
Tax note payable	21,870,000	22,565,000	(695,000)	Annual payment
Total Liabilities	<u>65,336,415</u>	<u>68,219,084</u>	<u>(2,882,669)</u>	
Deferred Inflows of Resources				
Deferred inflows - pensions	806,580	806,996	(416)	TRS pension
Deferred inflow - OPEB	9,178,950	6,206,958	2,971,992	OPEB
Deferred inflows - premium on tax note	2,598,024	2,734,762	(136,738)	Tax Note
Total Deferred Inflows of Resources	<u>12,583,554</u>	<u>9,748,716</u>	<u>2,834,838</u>	
Net Assets				
Fund Balance - Equity	(4,822,309)	(11,206,829)	6,384,520	
Total Net Assets	<u>(4,822,309)</u>	<u>(11,206,829)</u>	<u>6,384,520</u>	

Alvin Community College
Consolidated Statement of Revenue and Expense
November 30, 2019 and November 30, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Tuition and fees	1,227,406	4,745,422	7,195,698	(2,450,276)	65.95%	1,212,970	4,747,262	7,546,142	(2,798,880)	62.91%
Federal grants and contracts	3,026,262	-	-	-	0.00%	2,829,393	-	-	-	0.00%
State grants	143,339	-	-	-	0.00%	310,777	-	-	-	0.00%
Local grants	181,360	-	-	-	0.00%	174,453	-	-	-	0.00%
Auxiliary enterprises	687,574	-	-	-	0.00%	583,176	-	-	-	0.00%
Other operating revenues	77,161	17,317	105,000	(87,683)	16.49%	92,305	19,647	105,000	(85,353)	18.71%
Total operating revenues	5,343,102	4,762,739	7,300,698	(2,537,959)	65.24%	5,203,074	4,766,909	7,651,142	(2,884,233)	62.30%
Expenses										
Operating expenses										
Administrative	-	1,849,382	6,466,153	4,616,771	28.60%	-	1,689,449	5,811,407	4,121,958	29.07%
Institutional	-	1,103,773	6,792,057	5,688,284	16.25%	-	1,113,511	4,786,258	3,672,747	23.26%
Designated for Institutional Reserve	-	-	280,000	280,000	0.00%	-	-	1,917,000	1,917,000	0.00%
Occupational Technical Instruction	-	1,417,853	6,022,650	4,604,797	23.54%	-	1,490,140	6,111,901	4,621,761	24.38%
University Parallel Instruction	-	1,759,466	7,279,530	5,520,064	24.17%	-	1,690,177	6,991,658	5,301,481	24.17%
Student Services	-	1,048,729	4,478,128	3,429,399	23.42%	-	1,023,044	4,249,129	3,226,085	24.08%
Physical Plant	-	613,777	3,215,050	2,601,273	19.09%	-	655,842	3,054,853	2,399,011	21.47%
Unbudgeted Unrestricted	611,547	-	-	-	0.00%	732,001	-	-	-	0.00%
Continuing Ed (Fund 13)	332,649	-	-	-	0.00%	293,978	-	-	-	0.00%
Auxiliary enterprises	422,849	-	-	-	0.00%	427,190	-	-	-	0.00%
Local Grants	12,977	-	-	-	0.00%	9,828	-	-	-	0.00%
TPEG	28,295	-	-	-	0.00%	45,490	-	-	-	0.00%
Institutional Scholarships	60,232	-	-	-	0.00%	47,840	-	-	-	0.00%
State Grants	143,339	-	-	-	0.00%	310,777	-	-	-	0.00%
Federal Grants	3,026,262	-	-	-	0.00%	2,829,393	-	-	-	0.00%
Donor Scholarships	48,169	-	-	-	0.00%	22,662	-	-	-	0.00%
Unexpended Plant Fund	93,706	-	-	-	0.00%	13,612	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement	-	-	-	-	0.00%	-	-	-	-	0.00%
Gain on Sale of Property	-	-	-	-	0.00%	-	-	-	-	0.00%
Tax maintenance Note	464,438	-	-	-	0.00%	-	-	-	-	0.00%
Total operating expenses	5,244,463	7,792,980	34,533,568	26,740,588	22.57%	4,732,771	7,662,163	32,922,206	25,260,043	23.27%
Operating Gain/(Loss)	98,639	(3,030,241)	(27,232,870)	(29,278,547)		470,303	(2,895,254)	(25,271,064)	(28,144,276)	
Nonoperating revenues										
State appropriations*	-	2,604,606	7,772,636	(5,168,030)	33.51%	-	2,657,631	7,930,935	(5,273,304)	33.51%
Property tax revenue - Current	111,693	1,327,559	19,030,234	(17,702,675)	6.98%	134,235	1,443,802	15,298,129	(13,854,327)	9.44%
Property tax revenue/Instit Reserve	-	-	280,000	(280,000)		-	-	1,917,000	(1,917,000)	
Property tax revenue - Delinquent	9,101	90,580	90,580	90,580	0.00%	5,162	47,310	47,310	47,310	0.00%
Property tax revenue - Interest & Penalties	1,120	12,343	-	12,343	0.00%	1,366	14,011	-	14,011	0.00%
Investment income	114,376	47,712	150,000	(102,288)	31.81%	132,794	25,273	125,000	(99,727)	20.22%
Other non-operating revenues	153,321	735	-	735	0.00%	133,621	469	-	469	0.00%
Total nonoperating revenues	389,611	4,083,535	27,232,870	(23,149,335)	14.99%	407,178	4,188,496	25,271,064	(21,082,568)	16.57%
Provided by the State										
Revenue for Insurance and Retirement	-	595,559	-	595,559	0.00%	-	439,549	-	439,549	0.00%
State Insurance Match	-	(288,239)	-	(288,239)	0.00%	-	(199,549)	-	(199,549)	0.00%
State Retirement Match	-	(163,942)	-	(163,942)	0.00%	-	(142,569)	-	(142,569)	0.00%
State Retiree Insurance	-	(143,378)	-	(143,378)	0.00%	-	(97,431)	-	(97,431)	0.00%
Increase/(decrease) in net assets	488,250	1,053,294	-	(52,427,882)		877,481	1,293,242	-	(49,226,844)	

* State Approp portion generated by CE = 73,710

105,774

* Institutional Reserve 7,067,314

5,520,431

Alvin Community College
Consolidated Statement of Revenue and Expense
November 30, 2019 and November 30, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget
Revenues										
Operating revenues										
Total operating revenues	5,343,102	4,762,739	7,300,698	(2,537,959)	65.24%	5,203,074	4,766,909	7,651,142	(2,884,233)	62.30%
Nonoperating revenues										
Total nonoperating revenues	389,611	4,083,535	27,232,870	(23,149,335)	14.99%	407,178	4,188,496	25,271,064	(21,082,568)	16.57%
Less Expenses										
Operating expenses										
Total operating expenses	(5,244,463)	(7,792,980)	(34,533,568)	(26,740,588)	22.57%	(4,732,771)	(7,662,163)	(32,922,206)	(25,260,043)	23.27%
Increase/(decrease) in net assets	488,250	1,053,294	-	(52,427,882)		877,481	1,293,242	-	(49,226,844)	

* State Approp portion generated by CE = 73,710 105,774

* Institutional Reserve 7,067,314 4,069,964

Alvin Community College
Consolidated Detail Expense by Type
November 30, 2019 and November 30, 2018

	Year-To-Date					Prior Year-To-Date				
	All Other Funds Actual	M&O Actual	Amended M&O Budget	Remaining Budget	% of Budget Expended	All Other Funds Actual	M&O Actual	M&O Budget	Remaining Budget	% of Budget Expended
Administrative Sal	28,247	323,676	1,309,260	985,584	24.72%	27,813	320,000	1,303,599	983,599	24.55%
Professional Sal	281,976	1,099,246	4,920,751	3,821,505	22.34%	258,212	1,056,112	4,608,193	3,552,081	22.92%
Tech/Clerical Sal	204,273	1,103,415	4,679,950	3,576,535	23.58%	209,704	1,040,315	4,384,603	3,344,288	23.73%
Faculty Sal	155,993	2,719,489	11,291,202	8,571,713	24.09%	141,985	2,715,381	11,119,932	8,404,551	24.42%
Misc Sal	26,921	22,384	71,245	48,861	31.42%	30,326	21,858	79,195	57,337	27.60%
Reg Students Sal	11,548	33,560	214,089	180,529	15.68%	10,129	31,875	200,028	168,153	15.94%
Work Study Students Sal	21,449	-	-	-	0.00%	15,397	-	-	-	0.00%
Staff Benefits	97,159	765,654	3,943,717	3,178,063	19.41%	97,532	781,642	3,844,695	3,063,053	20.33%
Subtotal	827,566	6,067,424	26,430,214	20,362,790	22.96%	791,098	5,967,183	25,540,245	19,573,062	23.36%
Equipment	183,292	7,255	25,000	17,745	29.02%	209,434	23,853	20,000	(3,853)	119.27%
Computer Hardware	46,023	1,741	108,810	107,069	1.60%	269,181	16,262	52,460	36,198	31.00%
Capital Improvements	31,761	-	-	-	0.00%	-	-	-	-	0.00%
Designated for Instit Reserve	-	-	280,000	280,000	0.00%	-	-	1,917,000	1,917,000	0.00%
Travel/Prof Development	13,215	87,942	507,192	419,250	17.34%	41,172	92,317	479,411	387,094	19.26%
Supplies & Exp	836,376	1,588,831	5,009,477	3,420,646	31.72%	852,971	1,530,660	4,797,760	3,267,100	31.90%
Institutional Scholarships	76,732	39,787	292,000	252,213	13.63%	58,501	31,888	115,330	83,442	27.65%
Financial Aid	2,519,573	-	-	-	0.00%	2,385,338	-	-	-	0.00%
Donor Scholarships	48,169	-	-	-	0.00%	22,662	-	-	-	0.00%
Purchases (Store/Concession)	103,612	-	-	-	0.00%	86,402	-	-	-	0.00%
Contingency Expense	-	-	100,000	100,000	0.00%	2,400	-	-	-	0.00%
Depreciation	-	-	-	-	0.00%	-	-	-	-	0.00%
Debt Retirement (Int & Amort)	-	-	-	-	0.00%	-	-	-	-	0.00%
Tax Maintenance Note	464,438	-	1,780,875	1,780,875	0.00%	-	-	-	-	0.00%
Unexpended Plant	93,706	-	-	-	0.00%	13,612	-	-	-	0.00%
	5,244,463	\$ 7,792,980	\$ 34,533,568	\$ 26,740,588	22.57%	4,732,771	\$ 7,662,163	\$ 32,922,206	\$ 25,260,043	23.27%
State Insurance Match	-	288,239	-	(288,239)	0.00%	-	199,549	-	(199,549)	0.00%
State Retirement Match	-	163,942	-	(163,942)	0.00%	-	142,569	-	(142,569)	0.00%
State Retiree Insurance	-	143,378	-	(143,378)	0.00%	-	97,431	-	(97,431)	0.00%

Alvin Community College
Continuing Education Statement of Revenue and Expense (Fund 13)
November 30, 2019

	Year-To-Date					Net Margin
	Actual Revenue	TPEG	Exemptions	Net Revenue	Actual Expense	
Administration	73,710			73,710	118,331	(44,621)
Motorcycle Safety	2,250			2,250	2,145	105
GED	6,550			6,550	2,168	4,382
Law Enforcement	-	-		-	-	-
Academic Overlay	-	-		-	-	-
Real Estate	426			426	-	426
Dental Assistant	32,415	(1,945)		30,470	20,759	9,711
Information Technology Training	-	-		-	-	-
Phlebotomy	31,040	(1,862)		29,178	7,790	21,388
Medication Aide	24,900	(1,494)		23,406	2,222	21,184
Welding	105,528	(5,644)	(7,610)	92,274	54,528	37,746
Certified Nursing	10,733	(637)		10,096	18,909	(8,813)
Truck Driving	30,107	(1,484)		28,623	26,300	2,323
Center for Professional Workforce Dev	302			302	-	302
Education to Go	1,542			1,542	-	1,542
Concealed Handguns	70			70	33	37
Occupational Health & Safety	3,643	(108)		3,535	597	2,938
Community Programs	600			600	643	(43)
Clinical Medical Assistant	27,045	(1,554)	(1,140)	24,351	2,116	22,235
Vet Assistant	19,252	(1,139)		18,113	5,558	12,555
NonCert Rad	-	-		-	-	-
Yoga	1,650			1,650	751	899
Human Resource Program	-	-		-	-	-
Activity Director Program	1,040	(62)		978	50	928
Machinist Program	7,714	(463)		7,251	21,125	(13,874)
TWC Pipefitter Program	24,860	(1,492)		23,368	19,694	3,674
STRIVE	43,700	(2,422)		41,278	20,143	21,135
TWC INEOS/TEAM	22,551	-		22,551	-	22,551
TWC Ascend	-	-		-	-	-
TWC Pipefitting/Welding	-	-		-	-	-
TWC Fast Start IV	-	-		-	-	-
Industrial Maintenance	-	-		-	51	(51)
TWC Building Construction Trades	24,282	(1,457)	-	22,825	8,736	14,089
Total	495,910	(21,763)	(8,750)	465,398	332,649	132,749

*2.83% of the state appropriation for FY19/20 is attributed to CE hours. This funding is used to offset administrative costs.

Departments highlighted generate the CE hours that contribute to the calculation of ACC's state appropriations.

Alvin Community College
Auxiliary Profit/(Loss) Statement as of November 30, 2019 and November 30, 2018

	Unaudited						Total	Prior Year-To-Date
	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center		
Revenue								
Sales & services	153,047		276,309	443	95,348	9,238	534,385	419,429
Student Fees		153,189					153,189	163,747
	153,047	153,189	276,309	443	95,348	9,238	687,574	583,176
Expenses								
Purchases & Returns			103,613				103,613	86,042
Salaries	23,617	12,711	52,871		57,739	8,303	155,241	163,284
Staff Benefits	5,980	1,188	11,683		22,545	214	41,610	49,456
Supplies & Other Operating Expenses	49,826	3,985	35,226		6,988	85	96,110	106,955
Equipment			2,115				2,115	-
Building Repairs							-	-
Bank Charges			7,006		636	18	7,660	8,973
Contingency							-	2,400
Scholarships		16,500					16,500	10,080
	79,423	34,384	212,514	-	87,908	8,620	422,849	427,190
Excess revenue over expenses	73,624	118,805	63,795	443	7,440	618	264,725	155,986
Assets:								
Cash & Petty Cash			12,013			55	12,068	12,068
Accounts Receivable			387		3,613		4,000	5,314
Interfund Receivables	420,806	429,715	816,184	3,194	8,569	51,709	1,730,177	1,385,593
Prepaid Expenses							-	-
Inventory			387,267	306			387,573	447,863
Total Assets	420,806	429,715	1,215,851	3,500	12,182	51,764	2,133,818	1,850,838
Liabilities:								
Accounts Payable/Gift Certificates	1,911		34,956		6,971	109	43,947	43,595
Deferred Revenue							-	-
Deposits							-	-
Total Liabilities	1,911	-	34,956	-	6,971	109	43,947	43,595
Restricted Fund Balance (includes inventories)			387,267	306			387,573	447,863
Unrestricted Fund Balance	418,895	429,715	793,628	3,194	5,211	51,655	1,702,298	1,359,380
Total Liabilities & Fund Balance	420,806	429,715	1,215,851	3,500	12,182	51,764	2,133,818	1,850,838

Alvin Community College
Auxiliary Profit/(Loss) Statement as of November 30, 2018

	Parking	Student Activities	Bookstore	Vending	Childcare	Fitness Center	Total
Revenue							
Sales & services	163,982		162,511	2,540	83,182	7,214	419,429
Student Fees		163,747					163,747
	163,982	163,747	162,511	2,540	83,182	7,214	583,176
Expenses							
Purchases & Returns			85,591	451			86,042
Salaries	21,589	18,910	60,361		53,963	8,461	163,284
Staff Benefits	5,672	5,395	18,027		20,168	194	49,456
Supplies & Other Operating Expenses	51,316	12,139	34,850		8,650		106,955
Equipment							-
Building Repairs							-
Bank Charges			8,073		828	72	8,973
Contingency		2,400					2,400
Scholarships		10,080					10,080
	78,577	48,924	206,902	451	83,609	8,727	427,190
Excess revenue over expenses	85,405	114,823	(44,391)	2,089	(427)	(1,513)	155,986
Assets:							
Cash & Petty Cash			12,013			55	12,068
Accounts Receivable			5,314				5,314
Interfund Receivables	339,056	311,725	676,475	2,092	6,612	49,633	1,385,593
Prepaid Expenses							-
Inventory			447,863				447,863
Total Assets	339,056	311,725	1,141,665	2,092	6,612	49,688	1,850,838
Liabilities:							
Accounts Payable/Gift Certificates	2,744	733	35,394	3	4,557	164	43,595
Deferred Revenue							-
Deposits							-
Total Liabilities	2,744	733	35,394	3	4,557	164	43,595
Restricted Fund Balance (includes inventories)		-	447,863	-			447,863
Unrestricted Fund Balance	336,312	310,992	658,408	2,089	2,055	49,524	1,359,380
Total Liabilities & Fund Balance	339,056	311,725	1,141,665	2,092	6,612	49,688	1,850,838